EXTRADITION FOR ONE OFFENCE: TRIAL FOR ANOTHER p. 761
SOLICITORS' BENEVOLENT ASSOCIATION—ANNUAL MEETING p. 771

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*** Notices to Subscribers and Contributors will be found on page iii.

VOL. LXXIV. **Saturday, November 15, 1930.** No. 46

Current Topics: These Sweepstakes—The Coroner and the Commandments—United States Constitution and Prohibition—A Sculptor's Action—The Public Works Facilities Act, 1930 759
Criminal Law and Practice 761
Extradition for one Offence: Trial for Another 761
Habeas Corpus 762
The Finance Act, 1930 763
Company Law and Practice 764
A Conveyancer's Diary 764
Landlord and Tenant Notebook .. 765
Our County Court Letter 766
Practice Notes 766
Reviews 767
Points in Practice 768
Correspondence 769
Legal Fictions 769
Notes of Cases—
In re Carroll 770
Van der Byl, *In re* Fladgate *v.* Gore 770
In Lighter Vein 770
Societies 771
Parliamentary News 772
Legal Notes and News 773
Court Papers 774
Stock Exchange Prices of certain Trustee Securities 774

Current Topics.

These Sweepstakes.

THE VEXED and unsatisfactory question of the legality or otherwise of sweepstakes seems to crop up periodically. In the course of a discussion on the matter at Southwark County Court recently, Judge MOORE referred to both the Stock Exchange "Sweep" and the Calcutta "Sweep," and said that it might be open to question whether or not they could be treated as legal. The authorities, he said, apparently used a certain discretion where it was apparent that sweepstakes were honestly administered. With regard to the case before the judge, it was stated in evidence that the Home Office had been asked to express an opinion on the validity of that particular undertaking, and a reply had been received to the effect that it was absolutely illegal because it was not purely private. "The law on the subject," added Judge MOORE, "is in a hopeless state of confusion, and has been administered very unequally." It is precisely the type of inconsistencies associated with this particular class of case which justly arouses public indignation and lessens respect for the law. Once yearly, at least, as Derby Day approaches, people always ask the pertinent question: "The police have stopped our sweep, and not touched so and so's; isn't it nonsense? Why is it so?" The only possible answer would appear to be, as stated above, that the authorities have a certain "discretion." But why? A sweepstake is the simplest form of a lottery and as such amounts to an infringement of the Lottery Acts—and that applies equally to every sweepstake, large or small: *Allport* v. *Nutt*, 14 L.J. C.P. 272. If all sweepstakes are illegal, one is tempted to ask what discretion has got to do with it. Questions on these matters have, of course, occasionally been put in the House of Commons. Mr. SHORTT, the then Home Secretary, said in 1921 that a quasi-private lottery (whatever that may be), participation in which was strictly confined to members of the London Stock Exchange, and honestly conducted, as undoubtedly that would be, was not such a sweepstake as called for interference by the Government. Again, seven years later, Sir WILLIAM JOYNSON-HICKS, as he then was, said that the enforcement of the law relating to illegal lotteries was a matter for the local police and not for the Home Office. Public lotteries were illegal, and the law did not discriminate between those promoted in aid of charity and other public lotteries. As a further illustration, instructions given to the police of one city laid it down that the test of a lottery lay in the question whether success in the competition was the result of skill or chance. And because a lottery or draw was for the sake of some *bonâ fide* charitable or otherwise deserving object it did not make it any the more legal, but as a rule, if there were no reason to doubt the honesty of the promoters, there would be no need to interfere. One solution to this absurd state of affairs, against which endless futile protests have been made, might be for the Government to emulate the Irish Free State and permit a hospital lottery scheme. The idea is far from new, the Lottery Acts themselves having been passed to prevent competition between private and Government lotteries.

The Coroner and the Commandments.

THE SOUTHAMPTON coroner, according to an evening paper, feels very bitterly about the "stupidities of the present laws." He says that there is a tendency nowadays to punish people for trivial offences and to let them off for graver crimes. Well, that is rather a superficial view of things, after all. It is quite true that one man may be fined ten shillings for having no rear light and that another may be bound over for theft; but the two cases do not really admit of comparison, because in the first case the fine is chiefly a reminder of a duty and in the second the binding over is a suspension of sentence, with, generally, the object of reform. And further, many cases described as "let off" are not let off, properly speaking. Probation, for instance, is much more than a mere letting off. The coroner seems then to have animadverted upon such of the ten commandments as can be broken without punishment at the hands of the criminal law. Of course it is true that a man may dishonour his father and mother, or break the Sabbath, without being punished for it. It is quite inaccurate, however, to state as a general proposition that a man may steal and not be punished the first time. The coroner might also add that even greater commandments, such as the injunction to love one's neighbour, can be broken with impunity. He seems entirely to overlook the fact that the highest moral duties are not coupled with punishments for disobedience, and that the criminal law does not profess to punish every lapse from the highest standards. When he speaks of his own "humble opinion," and says that "prevention is not effected by punishing people for things they did not intend to do," with special reference to cases of accidental dangerous driving, we wonder what his remedy

would be if his humble opinion were to prevail. People are undoubtedly impelled to exercise greater care by the fear of penalties, and judges and magistrates must be trusted to distinguish between accidental bad driving and reckless driving, which are totally different in their gravity, whatever may be the results of either. On the whole, we cannot help thinking that coroners would do well to confine their expressions of opinion to the subject of their inquiries. It is fairly bold to say that "Parliament takes the wrong course in passing the various Motor Acts!"

United States Constitution and Prohibition.

THE RENEWED effort on the part of certain American States to secure the repeal of the prohibition law brings out once again a cardinal point of difference between the constitutional machinery of the United States and that of our own country. The framers of the constitution of the United States took great pains to ensure that their handiwork should not be affected by hasty and ill-considered alterations, and, accordingly they provided that amendments could be effected only if certain preliminary conditions were fulfilled. Article V says that "the Congress, whenever two-thirds of both houses shall deem it necessary, shall propose amendments to this Constitution, or on the application of the Legislatures of two-thirds of the several States, shall call a convention for proposing amendments, which, in either case, shall be valid, to all intents and purposes, as part of this Constitution, when ratified by the Legislatures of three-fourths of the several States, or by conventions in three-fourths thereof, as the one or the other mode of ratification may be proposed by the Congress." It is thus no easy matter to alter the fundamental laws of the United States. In this country fundamental laws are theoretically as easily altered as any other, seeing that Parliament is supreme in the domain of legislation. There is a good deal to be said in favour of the American plan of forbidding any tampering with the national compact save under exceptional circumstances, and only on compliance with certain conditions. Another point of difference between the constitution of our kin beyond sea and that of England is that it is competent in the United States to question the validity of legislation if it is said to offend against the constitution, and very often the Supreme Court is called upon to pronounce whether a particular Act of Congress is or is not within its competency. In this country the courts are bound to accept the statutes as of binding force whatever their effect may be.

A Sculptor's Action.

THE CASE of *Epstein* v. *International Art Depositories, Ltd.*, reported in *The Times* of the 17th October, provides an interesting example of a passing-off action which did not—as is often the case—involve the usurpation of a trade name. The essence of such an action, as Lord PARKER said in the House of Lords in the course of a judgment delivered in *Spalding Brothers* v. *A. W. Gamage, Ltd.* [1915] 84 L.J. Ch. 449, lies in the misrepresentation whereby the defendant represents "his goods as the goods of somebody else"—an actual passing-off not being a condition precedent to relief by injunction or an inquiry as to profits and damages: see *Edelsten* v. *Edelsten* (1863), De G. J. & S. 185, and *Iron-Ox Remedy Coy.* v. *Co-operative Wholesale Society* [1907] 24 R.P.C. 425. Neither is the unauthorised use of a name a necessary pre-requisite to a remedy for, as the first-named case indicates, the passing off of inferior goods as the higher quality products of the same manufacturer will sustain an action. And while the Court will restrain by injunction even the innocent assumption of a name calculated remotely to lead to confusion, it will not intervene to prevent such confusion as may arise from the unwarrantable conclusion of a thoughtless person. Thus, in *Ewing* v. *Buttercup Margarine Coy.* [1917] 2 Ch. 1, the defendants, who were wholesale traders, were restrained from the use of that name as calculated to cause confusion with the plaintiff, who under the style "Buttercup Dairy Coy." carried on a retail business involving the handling of the same kind of commodity in a different area. And in *The Society of Motor Manufacturers and Traders, Ltd.* v. *Motor Manufacturers' and Traders' Mutual Insurance Coy. Ltd.* [1925] 1 Ch. 675, the plaintiffs obtained no relief, the activities of the parties concerned being wholly different. Confusion is, of course, the ultimate basis of all these actions, and its importance is nowhere greater than in cases where—as in the art of sculpture—the lack of competent opinion renders it particularly likely to occur. Moreover, in this limited field, the danger of confusion is at its height in works heavily impressed—as are those of Mr. EPSTEIN—with individual characteristics which render them peculiarly susceptible of superficial imitation and caricature. This action failed because it was clear that, in spite of some statements which the learned judge described as "unwise and in some respects observations of which the Court could not approve,' the defendants had not shown any desire to insist that the sculptures in question were the works of the plaintiff or that they thought they might be. The evidence did not justify the conclusion that a bust said to represent Mrs. EPSTEIN had been stated to be the work of the plaintiff. Moreover the fact that a mask had borne the words "Epstein himself" was not, it was held, calculated to lead to the belief that it was the plaintiff's work. The learned judge (MAUGHAM, J.), intimated that any evidence of an insistence by the defendants on a desire to associate the works in question with the name of the plaintiff would have led him to deprive them of their costs.

The Public Works Facilities Act, 1930.

AT FIRST sight the Public Works Facilities Act, 1930, which, *inter alia*, authorises compulsory purchase of land, appears to drive yet another nail into the coffin of the owner of property. Armed with a "compulsory purchase order" a local authority or statutory undertakers may at any time after service of notice to treat, and after not less than fourteen days' notice "enter on and take possession of the land or such part thereof as is specified in the notice without previous consent or compliance with ss. 84 to 90 of the Lands Clauses (Consolidation) Act, 1845, . . ." subject, of course, to the payment of compensation (s. 2 (2)). There can, however, be no two opinions of the desirability of the end which the Act seeks to secure—the relief of unemployment. Thus, powers (of which compulsory acquisition of land is one) required by a local authority or statutory undertakers "for the purpose of enabling them to execute works which will contribute to the relief of unemployment may be conferred on them by a scheme made, and confirmed by Parliament in accordance with the provisions . . . " of s. 1, and such a scheme may contain any powers which might have been contained in a local Act. But the Minister to whom the scheme is submitted must satisfy himself that it will materially relieve unemployment, that the utilisation of the machinery of the Act will expedite that relief, that the powers sought are customarily conferred on local authorities or statutory undertakers and will not enable them "to undertake functions of a different nature from those already within their statutory powers." Moreover, the purposes justifying a Compulsory Purchase Order are strictly defined by the Schedule, Part I. These, briefly, comprise existing purposes, the provision of aerodromes under the Air Navigation Act, 1920; of open spaces (by Metropolitan Borough Councils); and by municipal corporations of any building for which those bodies are authorised to purchase land by the Municipal Corporations Act, 1882. The foregoing safeguards suggest that the Act is substantially one designed to facilitate procedure rather than to confer new powers. It should be of considerable service to railway companies.

Criminal Law and Practice.

MAGISTERIAL LENIENCY.—We should be sorry to appear in the rôle of devil's advocate, and we say once again that we sincerely welcome the present tendency to deal mercifully with offenders. We think, however, that in their desire to be lenient, magistrates sometimes go rather out of their way to try summarily cases which might more appropriately be committed for trial. Even if they should be bound over there, as Mr. Justice Roche pointed out recently, the anxiety of awaiting trial and the more ceremonious atmosphere of the Assizes or Quarter Sessions have a salutary effect on the defendant, and, we would add, upon the general public too.

A Liverpool paper recently reported a case in which, it was stated, a woman, thirty-five years of age, pleaded guilty to two charges of attempting to obtain considerable sums of money by false pretences. The deputy stipendiary magistrate also took into account another case of a similar nature, and bound over the accused woman.

From the newspaper report it appeared that in one case the defendant wrote to a well-known actress a letter, purporting to come from another well-known actress, containing libellous statements which, if circulated and believed, might have caused great pain. This letter contained a request for £100, and it was, of course, a forgery. It is true that it was said that the motive of the defendant was to provide assistance for an aged foster mother and for her own son; and this may have been a mitigating circumstance.

As we did not have the advantage, which the court did have, of seeing and hearing the defendant, and as even the best newspaper report is necessarily incomplete, we hesitate to be too definite in offering our views upon a case. It does, however, seem to us to be just one of those cases to which learned judges have more than once referred, where magistrates would be well advised not to ignore a grave offence requiring a committal for trial in order to deal summarily with the matter for some lessser offence. What a judge would have decided to do we do not venture to suggest; but it looks like a case which might well have gone before a judge at the Assizes.

HUSBANDS AND WIVES AND MISSIONARIES.—The following report of an application in a police court is a little amusing, but it is also worth serious attention:—

"Wife: I want a separation because my husband fools around with other girls.

Magistrate: I can't give you that here, but I will ask the court missionary to have a talk with your husband.

Wife: No, thanks. I don't want him talked over. I want to get rid of him."

The magistrate was, of course, perfectly right in declining to issue process, because no legal cause of complaint was disclosed; and his offer, though declined, was the best that could be made.

The case is a reminder, however, of the fact that although the missionaries do admirable reconciliation work in numerous instances, there are some applicants who do not desire their good offices, but prefer to litigate about their differences. They may be mistaken, but they are within their rights; and they, as much as practitioners, are entitled to ask that the court will hear their application and adjudicate upon it. Indeed, if an idea got abroad that a missionary, however well-intentioned, were allowed to stand between applicants and free access to the magistrates, the missionary's work would inevitably suffer.

So much good work has been done by tactful intervention by missionaries, acting with the approval of the court, that there is a great deal to be said in favour of the appointment of recognised officials to attempt reconciliation in all matrimonial disputes before the parties are allowed to proceed to a formal hearing. Till that becomes the law, however, parties are entitled to say, like the wife quoted above: "No, thanks. I don't want him talked over. I want to get rid of him."

Extradition for one Offence: Trial for Another.

THE case of *R.* v. *Corrigan* (1930), reported fully in *The Times* of the 4th, 5th, 6th and 7th November, produced discussion of some interesting points under the extradition law.

The accused was in France, whence his extradition was sought on charges of false pretences. When he reached this country he was committed on those charges. He was, however, indicted and convicted for fraudulent conversion. This change of ground is a little difficult to understand. The facts on which he was tried for the fraudulent conversion were the same as those on which he was committed for false pretences. The court, indeed, bases its decision on that identity. It would have been very much better to have sought his extradition and committal on charges of fraudulent conversion, or for both fraudulent conversion and false pretences, if the facts would have sustained both charges. Changes of front such as took place here are likely to lead to confusion and trouble.

There were two points: (1) Whether, if the surrender was for false pretences, he could be tried for fraudulent conversion; and (2) whether if he "voluntarily" surrendered he could not be tried for any offence whatsoever.

On the first point the court has laid it down that a prisoner is extradited upon a set of facts, and he is triable for any extradition crime proved by the facts on which the surrender is granted; it matters not what description may have been given of the crime for the purposes of extradition. This is in accord with the view of the English law hitherto held in England, and with the view both here and in other countries of the meaning of the treaty provisions. As Mr. Justice SWIFT put it, "the name of the offence does not matter a bit; every country looks at the facts."

It has been unsuccessfully contended on several occasions that there must be identity in the description of the offence in both English and foreign law, but this is not so. The description matters not. The essential thing is that what the accused has done is a crime in both countries and is within the treaty. The present case does go a little further than earlier decisions, in that it decides that, even if the crime has been described in English in one way for the purposes of extradition, it may be described in another for the purposes of trial, always provided the facts will support an indictment for the offence as so charged.

The question of surrender for one offence and trial for another has arisen in other countries. In 1906 one LAPIERRE was surrendered to France on a certain charge. He was afterwards sentenced by default on another charge, and the judgment was served upon him in prison. The Cour de Paris decided that service of the judgment was regular, but that punishment would become applicable only after LAPIERRE had been enabled to return to England, but the Cour de Cassation quashed this judgment, as improperly forcing upon the prisoner the choice of accepting a trial *contradictoirement*, as the French term runs, or incurring an irrevocable sentence under the judgment *par contumace*, a proceeding incompatible with the terms of the treaty.

There is nothing surprising about the result of this case. What is interesting was a previous decision of the Cour de Cassation in 1883, cited in the course of the hearing, because of its insistence on "facts," rather than on technical descriptions as affecting the question. The view was clear that the individual extradited can be tried on account of the facts determined by the extradition order, and on that account only.

The elasticity of the extradition law in this matter of description is essential to the operation of extradition. But the insistence on facts and the relative insignificance of the technical name of a crime, hold a subtle danger. Act A,

a crime in both English and foreign law, and act B, a crime in foreign law but not in English law, may, in that foreign law, be both comprised under one name. Extradition is given for A, but the facts on the depositions on which extradition is given for A disclose also B. The foreign court takes it that there has been extradition on a set of facts. It is unlikely that a distinction, which depends indeed on English law alone, will be observed at the trial of the surrendered prisoner in the foreign country. The point will be lost sight of that the English court has not concerned itself with act B at all, nor will it mend matters if the order for extradition be, in terms, for the English crime constituted by A, because the foreign term which is the only possible translation of the English name for A, is wide enough to include B as well as A. The foreign court may, in its conviction, not rely on the facts establishing A, but on those establishing B. This weakness in the system is inherent, and can only be cured if at all by great particularity in the terms of the committal.

Upon the second point of voluntary surrender it seems to be common sense that the accused, who submits himself to return, must face the state of things he would have had to face if he had remained in the country where he was. There is very little that is voluntary about such a return when the accused is kept in custody and handed over by the foreign police to the English police. It is not so much voluntary return as voluntary waiver of all the formalities and safeguards of extradition procedure.

As Mr. Justice SWIFT remarked: "That could not happen here," i.e., that the man would be handed over in custody. But what the judge went on to say does not quite cover all cases: "When the accused man expressed his willingness to meet the charges the magistrate would make an extradition order." No doubt this would sometimes happen, though we would suggest that, even then, sufficient evidence would be required to disclose the presence of all the elements of the English crime charged. But occasionally voluntary surrender has been permitted. The accused has been admitted to bail, with the consent of the prosecution, on the understanding that, before the next hearing is due in England, he will have returned to the country requesting extradition, to stand his trial on such charges as may be preferred there. He then has no guarantee whatever that the charges will be limited to those mentioned in the requisition for extradition.

Mr. Justice SWIFT, in the course of the argument, interposed a remark which requires examination. He said: "It is for the Government to see that they are not breaking faith with a foreign country, but the court cannot receive such a plea from the accused man." This was not repeated in the judgment, and seems not to accord with s. 19 of the Extradition Act, 1870, which says the accused is not triable for any offence other than that proved by the facts on which surrender is granted. The plea to the jurisdiction, even if it involve a charge of breach of faith by the British Government, would have to be, and in the present case actually was, gone into by the court.

As we have seen, too, in the case of LAPIERRE, *supra*, the French Cour de Cassation has dealt with the question.

The Supreme Court of the United States also has not hesitated to pass upon such a plea to the jurisdiction: see *U.S.* v. *Rauscher* (1886), 119 U.S. 407; "Scott's Cases on International Law," 274. There the mate of a ship was extradited from this country for murder, and was tried in the United States for inflicting cruel and unusual punishment on a member of the crew. After a full hearing the court decided that this trial had been held without jurisdiction. Incidentally this case settled a long controversy between Great Britain and the United States, in the course of which we had actually refused to extradite the accused person, because there was no guarantee he would not be tried for offences other than that for which the extradition was granted.

Habeas Corpus.

IT is somewhat curious that, while English law has shed the larger portion of the old technical terms known, as the late Dr. BLAKE ODGERS said, by fantastic names, half Latin and half Norman-French with which our legal terminology was formerly garnished, it has retained the Latin expressions for the prerogative writs—*mandamus*, *certiorari*, *quo warranto* and *habeas corpus*—and some may even be disposed to think that part of the effectiveness of these resides in the sonorousness of their titles. The late JOHN HILL BURTON, a distinguished member of the Scots Bar, after making in one of his books an amusing and interesting comparison between the terminology of English and Scots law, says that where a southron would bring a *habeas corpus*—"a name felicitously expressive, according to the English method, of civil liberty"—an inhabitant of the north, in the same unfortunate position, would take to "running his letters."

Habeas corpus, which SAM WELLER freely translated "have his carcase," is a term which holds a proud place in English history. Of its origin we know little. It is supposed to have been in use before Magna Carta. But we usually think of it in connexion with the famous statute of CHARLES II, known as the Habeas Corpus Act, 1679. There have been those who have spoken disrespectfully of Magna Carta, just as JEFFREY, according to SYDNEY SMITH, once spoke disrespectfully of the Equator, and it is perhaps not surprising that some writers have endeavoured to minimise the importance of the Act of 1679. Its importance can hardly be exaggerated, although it had to be supplemented by the Statute of 1816, which enabled persons who had been deprived of their liberty otherwise than on a criminal accusation to obtain their discharge from unlawful confinement. The writ has always been regarded with great favour by the law. In *Cox* v. *Hakes* (1890), 15 App. Cas. 506, Lord HALSBURY said (p. 514): "For a period extending as far back as our legal history, the writ of *habeas corpus* has been regarded as one of the most important safeguards of the liberty of the subject. If upon a return to that writ it was adjudged that no legal ground was made to appear justifying the detention, the consequence was immediate release. If release was refused, the person detained might—see *Ex parte Partington*, 13 M. & W. 679, 684—make a fresh application to every judge or every court in turn and each court or judge was bound to consider the question independently and not to be influenced by the previous decisions refusing discharge. If discharge followed, the legality of that discharge could never be brought in question. No writ of error or demurrer was allowed." It will be observed that Lord HALSBURY in the passage quoted speaks of the applicant for the writ being entitled to go to every judge and every court in turn. It is to be assumed that the Lord Chancellor was there speaking of the days before the Judicature Act, when there were three common law courts. At that time, if the applicant was unsuccessful in the King's Bench, he might make another attempt in the Common Pleas or in the Exchequer. These courts, together with the Court of Chancery and the Admiralty Court and Probate and Divorce Court, have been merged in the High Court of Justice, and now an applicant for the writ of *habeas corpus* can ask for its issue in any Division of that Court or from any judge of that Division, either in term time or in vacation. This was laid down in explicit terms in *Eshugbayi Eleko* v. *Nigerian Government Officer* [1928] A.C. 459, where Lord HAILSHAM, delivering the judgment of the Privy Council, said this (p. 468): "If it be conceded that any judge has jurisdiction to order the writ to issue, then in the view of their lordships each judge is a tribunal to which application can be made within the meaning of the rule, and every judge must hear the application on the merits. It follows that although by the Judicature Act the courts have been combined in the one High Court of Justice, each judge of that court still has jurisdiction to

entertain an application for a writ of *habeas corpus* in term time or in vacation, and that he is bound to hear and determine such an application on its merits notwithstanding that some other judge has already refused a similar application." The Lord Chancellor there speaks of the obligation cast upon the High Court and each judge thereof to hear such an application. What of the Court of Appeal? Is that tribunal a part of the High Court of Justice so that an applicant for the writ can apply to it? This point was raised in *Ex parte Le Gros* (1914), W.N. 31; 30 T.L.R. 249, where Lord Justice PHILLIMORE said that the Court of Appeal was a purely appellate court and had no original jurisdiction to hear an application for *habeas corpus*. The question came up again this term in *Ex parte Carroll* (1930), 74 SOL. J. 770, where the same view was taken. There it was clearly laid down that the Court of Appeal, while part of the Supreme Court of Judicature, is not part of the High Court of Justice and cannot entertain an original application for *habeas corpus*. This does not mean that an applicant is shut out from the Court of Appeal; it merely means that the applicant can only go there as an appellant and subject to the rules that govern appeals, including the liability in a proper case to give security for costs. Any limitation on the right of a person to apply for the writ of *habeas corpus* is to be deprecated, but there is no real hardship involved in excluding the Court of Appeal from the list of those tribunals having original jurisdiction to hear the application, seeing that each Division of the High Court and each judge thereof may be applied to for the issue of the writ.

The Finance Act, 1930.

By RONALD STAPLES.

IV.

THE new Act contains three sections dealing with the administration of sur-tax, ss. 13 and 23 being framed in an effort to check avoidance of sur-tax, and s. 26 amending the former rules with regard to the charge of the additional income tax in the financial year in which the taxpayer dies.

During the past few years the payment of sur-tax has been avoided in many instances by means of policies of insurance—as a rule single premium policies. Under the law before it was amended, in arriving at total income for sur-tax purposes, a deduction was allowed of interest paid on loans used for the payment of premiums on these policies. Section 13 is designed to check this practice while safeguarding any case where a genuine life assurance policy has been taken out or a genuine loan effected. Under the old system of single premium policies, only a very small proportion of the amount chargeable was paid in cash, the balance being made up of a loan on the policy on which the policy-holder pays interest to the insurance company—by this method naturally the highest rate of sur-tax chargeable on the particular taxpayer is avoided.

In many schemes there is no element of life insurance at all, for the insuring company can never in any circumstances be forced to pay out upon the death of a policy-holder, more than the amount it has actually received from him—in fact, unless the policy-holder dies very soon after the contract of insurance has been entered into, it will pay out less.

At first sight s. 13 seems contra-ordinarily complicated—which complication is due to a praiseworthy attempt not to interfere with ordinary life assurance business. In general, however, the effect of the section is that no deduction is to be allowed, in computing the total income of any taxpayer for the purpose of assessment to sur-tax, in respect of any interest on money borrowed for the direct or indirect purpose of paying any premium on a contract of life assurance, or for paying any sum in lieu of a premium.

Moreover, even if the benefit of a contract of assurance has become vested in another person, these regulations are to apply to such an individual just as though he himself had entered into the contract.

Sub-section (3) of s. 13 provides that in five cases the restrictive provisions shall not apply if the rate does not exceed 10 per cent. per annum. These five are—

(1) Where the contract was made before 15th April, 1930, if a fixed capital sum payable at death, or after not less than ten years or earlier death, if assured.

(2) Where money was borrowed before 6th April, 1929, from an assurance company or the security of a contract of insurance the premiums for which the money was borrowed being one due under the contract.

(3) Where the main security is property other than the contract of insurance, and the contract was entered into to provide against the failure of a contingent interest in any property or where the premium in question is the first of a series under a contract entered to provide for the repayment of the borrowed money. This sum must not exceed 10 per cent. of the sum assured.

(4) Where the first and all subsequent premiums for each twelve months exceeds one-eighth of the sum assured at death and the money is definitely borrowed in payment thereof.

(5) In any other case, where the premiums for which the money borrowed is one of a series of equal premiums payable at intervals of not more than one year, except so far as such interest exceeds in the year of assessment one hundred pounds in all.

It is interesting to note that sub-s. (5) defines a "capital sum payable at death" as the actual capital sum assured on death exclusive of any addition by way of bonus, shares of profits, return of premiums, etc.; further, if the capital sum varies according to different events, the least sum payable is to be understood for the purpose of this section.

Section 23 of the new Act was inserted with the object of enabling the Special Commissioners to check the accuracy of sur-tax returns. The Act of 1922 empowered the Commissioners to require a taxpayer to furnish detailed lists of his investments, and by a comparison with the lists of shareholders of companies in the possession of the Registrar of Joint Stock Companies much evasion of tax has been prevented. But the position from the Revenue's point of view still left a lot to be desired, as the records of the Registrar do not include information with regard to holders of debentures or debenture stock.

The new section empowers the Special Commissioners to serve on any body corporate a notice requiring the delivery to the Commissioners of a certified copy of the whole of or any specified class of entries in any register of the holders of any securities which they have issued. In point of fact, there already exists a statutory obligation somewhat in this form in s. 73 of the Companies Act, 1929, for thereby any debenture-holder or shareholder of a limited company registered under the Act is able to obtain a copy of the company's register of debentures on payment of the appropriate fee.

The last of the sections dealing with sur-tax is s. 26, which amends the law with regard to the amount of sur-tax payable in the year of decrease of a taxpayer. Somewhat inequitable results have been found to arise as the result of the working of the old system, and the section qualifies the arrangement which the Revenue authorities are adopting in laying down rates for sur-tax purposes in the Finance Act of the year in which the tax is payable, instead of the Finance Act for the previous year, that being the year for which the sur-tax is charged.

When a change is made in the rates of sur-tax in the year of assessment in which a sur-tax payer dies, the amount of tax which he must pay for that year is not to exceed what it would have been had the rates applicable to the previous year

remained in force. The section is to apply in respect of a death taking place during 1929-30 or thereafter; so that, should a taxpayer die on, say, 15th February, 1930, his personal representatives would pay sur-tax in respect of his income to the date of his death at the rates fixed for the year 1928-29 and originally re-imposed for 1929-30, and not at the higher rates which have been fixed for the latter year by s. 9 of the Finance Act which we have been considering.

Company Law and Practice.

LI.

EXERCISE OF VOTING RIGHTS.—I.

(*Continued from p.* 749.)

There seems to be no doubt that a shareholder may not vote in a way which is contrary to public policy; and during war time an alien enemy cannot exercise his right of voting in respect of shares held by him in an English company, the right not being extinguished, but suspended (*Robson* v. *Premier Oil and Pipe Line Co. Ltd.* [1915] 2 Ch. 124). The judgments of SARGANT, J., and the Court of Appeal in this case are of considerable interest, especially to those who make a special study of international law. The suspension is not the result of any statutory provision, but arises out of the common law, and the prohibition therein contained against intercourse with an alien enemy. In *Robson's Case* it was argued that this prohibition only extended to commercial intercourse, and that the exercise of a right of voting was not commercial intercourse, but SARGANT, J., and the Court of Appeal negatived both these arguments, and followed the well-known judgment of Lord STOWELL in *The Hoop*, 1 C. Rob. 196, where he described an alien enemy as being entirely outside the law.

A question which is at the present time perhaps not of much general interest, but which, nevertheless, is worthy of mention when alien enemies are being considered in this connexion, was determined in *Re R. Pharaon et Fils* [1916] 1 Ch. 1, where there was an English company, the bulk of the shares in which were held by an alien enemy. Creditors of the company obtained an order under the Trading with the Enemy Amendment Act, 1914, vesting the shares which were held by the alien enemy in the Public Trustee as custodian; and it was held that the Public Trustee, as such custodian, could do everything which in the character of shareholder he could do, and could therefore vote in respect of the shares which had been so vested in him.

(*To be continued.*)

A Conveyancer's Diary.

Effect of Exercise of General Testamentary Powers by Residuary Gifts.

A recent case which calls attention to the effect of the exercise of a general power of appointment by will where the donee has made a general devise or bequest without reference to the power is *Re Van der Byl, Fladgate* v. *Gore* (1930), 74 SOL. J. 770; W.N. 232.

A testator by his will dated in 1889, having appointed executors and trustees and bequeathed certain legacies, devised and bequeathed all the residue of his estate to his trustees upon trust for sale and conversion, and, after payment out of the proceeds of sale, of his debts, funeral and testamentary expenses and legacies, to invest the balance and to stand possessed of the investments upon trust for all his children who should attain twenty-one or marry in equal shares. In the case of his daughters' shares, they were to be held by the trustees upon trust to pay the income to each daughter during her life for her separate use, and after her death, in trust for her children or remoter issue as she should by deed or will appoint, and in default of appointment, in trust for the persons who would have been entitled thereto under the Statutes of Distribution if she had died a widow domiciled in England and intestate.

The testator died on the 9th March, 1890, leaving eight children surviving him.

One of the testator's daughters, A.E.V.B., by her will dated in 1927, gave all her property, subject to the payment of certain legacies, to her sister, I.C.G., to be disposed of as she thought fit at her death. The will did not refer to the power of appointment given by the will of the testatrix's father or purport to exercise that or any other power.

The will of A.E.V.B. was attested by the husband of I.C.G. and consequently the residuary gift in her favour failed.

The question therefore arose whether A.E.V.B. had effectually exercised the general testamentary power of appointment which she had under her father's will, so as to make the subject-matter of that power her own property for all purposes, so that, the residuary gift having failed, the property passed as part of her own undisposed of property or whether it passed as in default of appointment.

Luxmoore, J., held that the testatrix, I.C.G., had shown an intention of taking the property subject to the power of appointment out of the estate of her father and making it her own, so that it passed as part of her own undisposed of estate.

The authority which was apparently relied on by the learned judge (and the only case mentioned in the W.N. report) is *Re Davies* (1871), 13 Eq. 163. I do not quite understand why that case should have been cited as an authority for the decision, because the judgment there was against the persons supporting the appointment and was only mentioned to be distinguished. In fact, so far as I can see, it is very difficult to distinguish it on the ground stated by the learned judge.

In that case a testatrix by her will, after declaring that all her just debts, funeral and testamentary expenses should be paid, and giving three pecuniary legacies, proceeded as follows: "I give and bequeath all the rest residue and remainder of my moneys in the funds and all my personal estate wheresoever and whatsoever of which I shall die possessed or have any title to or interest in" unto certain persons in equal shares. The testatrix was the donee of a general testamentary power of appointment under the will of her husband, and some of the persons to whom her residuary estate was given having predeceased her, it was held that the general residuary gift in her will did not operate to make the property the subject of the appointment part of her estate, but that the lapsed shares devolved upon the persons entitled in default of appointment, who was the next of kin of the husband of the testatrix.

Luxmoore, J., distinguished that case, as it seems, on the ground that there "the testatrix dealt with her own property and the property the subject of the power as two quite separate things." I am unable to see that she did. It may be, however, that the case can be distinguished on other grounds.

I think that the general rule is that where a testator having a general power of appointment makes a general residuary devise or bequest to trustees upon trust for certain persons and for some reason the trust in favour of some of those persons fails (as by some of them predeceasing the testator), the appointment to the trustees will be good and there will be a resulting trust to the testator and not to the persons entitled in default of appointment: *Wilkinson* v. *Scheider* (1870), 9 Eq. 423.

If, however, the residuary gift be direct without the intervention of trustees the result will, as a general rule, be different, and the persons entitled in default of appointment will take the lapsed share, not the persons entitled to the undisposed of estate of the testator. That, in fact, was what was decided in *Re Davies*.

On the other hand, it may be that although the residuary gift in the will of the donee of the power is not to trustees but direct to named persons, the appointment will take effect so as to make the appointed property part of the estate of the

donee, if it appears that such was the intention of the donee, that intention being, of course, gathered from the will.

An illustration of such a will is to be found in *Re Ickeringill's Estate: Hinsley* v. *Ickeringill* (1881), 17 Ch. D. 151. There a testatrix having a general power of appointment and who was not seised or possessed of any property of her own, made a general devise and bequest of all her estate to two persons, one of whom predeceased her, and it was held that the lapsed share formed part of the undisposed of estate of the testatrix, there being sufficient indication that the testatrix had treated the property the subject of the power as her own. And where the donee of a power, in making a residuary devise and bequest, refers to property over which he has a power of appointment, or uses the word "appoint" in addition to "devise" or "bequeath," that will, it seems, also import an intention to make the property his own and prevent any lapsed share of the appointed property from passing as in default of appointment (*Coxon* v. *Rowland* [1894] 1 Ch. 406; *Re Marten: Shaw* v. *Marten* [1902] 1 Ch. 314).

A case in which it was held that the donee of the power, in making a general residuary bequest, had not indicated an intention to make the fund the subject of the power his own, for all purposes, but only for the limited purposes of the appointment actually made is *Re Boyd*; *Kelly* v. *Boyd* [1897] 2 Ch. 232.

There, a testatrix who had a general power of appointment over a sum of £5,000, after reciting the power, bequeathed the said sum and also all the residue of her estate equally amongst eight persons by name, and appointed an executor. By a codicil the testatrix gave various legacies out of her "own moneys" and by another codicil she referred to the fact that she had by her will given "a certain fund therein named," and also the residue of her estate to the said eight persons. The testatrix was possessed of considerable personal estate of her own. Two of the appointees died in the lifetime of the testatrix. It was held that the testatrix had not indicated a sufficient intention to make the £5,000 her own for all purposes, and consequently that the two-eighths of the fund which lapsed went as in default of appointment and not as part of her undisposed of estate.

The question, as will be seen, turns upon the construction of the will in such case. In the lastly-mentioned case, Romer, J., commenced his judgment by saying "In the present state of the authorities the question I have to decide is by no means an easy one. The principle to be applied to all cases of this class is clear. I have to ascertain whether the donee of the power meant by the exercise of it, to take the property dealt with out of the instrument containing the power for all purposes, and only for the limited purpose of giving effect to the particular disposition expressed. The difficulty lies in the application of the principle.".

The difficulty seems to be still as great as it was when the judgment in *Re Boyd* was delivered in 1897, and I do not know that the latest case, *Re Van der Byl* has done anything to resolve it, although it may be that when a full report of that case is available more light will be thrown upon the subject.

There is at least one point of practical value which is brought out by an examination of the authorities on this subject, and that is the desirability in drafting a residuary gift in a will of using the expression "all property over which I have a general power of appointment by will," or, at any rate, to say not only "devise and bequeath," but also "appoint," and so indicate an intention to include, for all purposes, the property over which the testator has any such power of appointment and prevent any lapsed share in the residue passing to persons entitled in default of appointment and not to those entitled to the testator's undisposed of property.

A UNIVERSAL APPEAL.

To Lawyers: For a Postcard or a Guinea for a Model Form of Bequest to the Hospital for Epilepsy and Paralysis, Maida Vale, W.9.

Landlord and Tenant Notebook.

Release of Covenants by Acquiescence.

The rule by which a covenantee who permits the covenantor to commit breaches of the covenant with impunity loses his rights to enforce it may be said to be an application of the maxim *Vigilantibus, non dormientibus, leges subveniunt*. The authorities show, however, that judges have tended to approach questions of this kind from different angles, some insisting on proof of an element of fraud in the covenantee's conduct before they would treat the covenant as released, others being more ready to presume a licence if knowledge of the infringement be established.

In *Willmot* v. *Barber* (1880) 15 Ch. D. 96, Fry, J., considered that five conditions must be fulfilled before a covenantee was to be deprived of his legal rights; the covenantor must have mistaken his rights, and acted on the faith of the mistake; the covenantee must have known his own rights and appreciated that they were inconsistent with those claimed by the covenantor; he must also have known of the mistaken belief of the covenantor, and he must have encouraged the breach. The case was one in which a sub-tenant of part of some property claimed specific performance of a covenant by the mesne lessee to convey his interest in the rest, and to compel the superior landlord to give the necessary licence. The plaintiff had spent money on the part he held, and contended that by reason of the superior landlord's acquiescence in the breach of the covenant against alienation, it should be no longer enforceable. He was, however, unable to prove the five facts referred to.

The principle is, however, most commonly invoked in cases of covenants restricting the use of premises by prohibiting the carrying on of trade or of some particular trade. In these, very little seems to have been said about mistaken belief. *Gibson* v. *Doag* (1857) 6 W.R. 107, was a forfeiture case, the plaintiff being an assignee of the reversion who relied on the breach of a covenant and condition not to carry on trade on the premises without leave. The premises had been turned into a shop twenty years ago, and the court refused to disturb a finding that the covenant had been released. A direction to the jury to presume the existence of the required written licence was approved; the court referring, by way of *reductio ad absurdum*, to the presumption of title raised by twenty years' enjoyment. This decision was applied in *Re Summerson, Downie* v. *Summerson*, which was cited in *Hepworth* v. *Pickles* [1900] 1 Ch. 108. In the latter a brewer sought to rescind a contract for the purchase of a shop on learning of a covenant not to sell beer, etc. It was found, however, that beer had been sold on the premises for some twenty-four years past, and the court "inferred" that some legal proceeding had put an end to the covenant. (But, as the defendant's solicitors had had the means of knowing of the covenant, no costs were awarded.)

A positive covenant came under review in *Gibbon* v. *Payne* (1907) 23 T.L.R. 250 C.A. Forfeiture proceedings were taken against a tenant whose lease, granted in 1866, provided for the completion and repair of a stable. The re-entry was based on breach of the covenant to repair. The court held that this had been released. There was some evidence of a modification of the scheme soon after 1866, so that in this case the element of fraud might be said to be present.

As an example of acquiescence not resulting in release, we might cite *Mitchell* v. *Seward* (1866) 14 W.R. 453, in which the forbearance of the covenantee had only lasted a few months.

A somewhat peculiar state of affairs was disclosed in *Wiltshire* v. *Coslett* (1889) 5 T.L.R. 410, a landlord having acquiesced in the erection of two lime-kilns by his tenant, who was under a covenant not to carry on any noisome trade. The proceedings were brought when a third kiln was added, and the lessor's explanation of his former inactivity was that

he did not appreciate what would be the result. As he might have enquired, the injunction granted was limited to maintaining the *status quo*.

The conduct of the plaintiff is always likely to be looked into when equitable relief is sought. In *Sayers* v. *Collyer* (1884) 28 Ch. D. 103, C.A., an injunction was refused in a "trade or business" case when it appeared that the party complaining had himself bought at the shop he was attacking. In the court below, regard had also been paid to the fact that the character of the neighbourhood had changed, an argument often advanced in building scheme and estate cases; but one which, as the Court of Appeal then ruled, should only be deemed valid when the plaintiff had had something to do with the effecting the changes: see *Bedford (Duke of)* v. *British Museum Trustees* (1822) 2 My. & K. 552. Nowadays, such covenants can frequently be dealt with by an application under the L.P.A., s. 84 (see SOLICITORS' JOURNAL, vol. 74, p. 454).

Our County Court Letter.

PRICE REGULATION AND ORGANISED MARKETING

IN the recent test case of *Yorkshire Farmers' Bacon Factory Co.; Ltd.* v. *Johnson*, at Selby County Court, the plaintiffs claimed £18 3s. 2d. as damages for breach of a contract to supply fifty pigs in 1928 and each successive year. The defendant had refused supplies, as the prices offered were lower than those obtainable in the open market, but the plaintiffs pointed out that (1) while they tried to keep to the market price, they not only paid carriage but took the risk of tuberculosis, (2) they had only quoted base prices, to which there might be added a bonus. The defendant's case was that (1) the court had no jurisdiction, as the dispute was a matter for arbitration, (2) the plaintiffs had not bought against him until March, 1929, and should have mitigated their loss by doing so in January, 1929. His Honour Judge Beazley, in a reserved judgment, observed that there was a variation in market prices, which were highest in Doncaster and lowest in Darlington, but the plaintiffs' prices were equal to the York and higher than the Hull prices. Their prices were therefore fair market value, and their claim was not affected by (*a*) the three months' delay in buying against the defendant, as the prices were more favourable to him in March than in January, or (*b*) the fact that the plaintiffs, instead of buying at auction sales, had obtained their supplies by barter from their own members, who had been paid a fair price. The defendant had not applied for a stay, but had taken steps in the action which prevented him from claiming a reference to arbitration, and judgment was therefore given for the plaintiffs for the amount claimed with costs. A stay of execution was granted, pending an appeal, as 1,400 other cases were affected.

The meanings of "price" and "bonus" had previously been considered in *Brown and Sons* v. *Lincolnshire Beet Sugar Co., Ltd.* (1929) 45 T.L.R. 199. The standard contract of the sugar beet industry (after allowing for the Government subsidy) fixed the minimum price to be paid to the grower at 54s. a ton—a tonnage bonus being allowed in any season during which the defendants handled more than 50,000 tons. In 1927 the turnover was 80,000 tons, and the plaintiffs therefore claimed £11, being 3s. a ton on 71 tons odd delivered by them. The defendants contended that the bonus should be included in the price, but this defence failed at Sleaford County Court, where judgment was given for the plaintiffs. The Divisional Court reversed this decision, and Mr. Justice Shearman pointed out that, even if the tonnage bonus was reckoned as part of the price, the latter still fell short of the minimum. It was therefore not the true construction to add the bonus to the minimum, as the bonus only applied if the contract price exceeded the minimum. While "bonus" often meant something in excess of a legal right, it might mean an extra payment on output, and in the above case it was a factor to be reckoned for the seller's benefit, if other factors caused the minimum to be exceeded. Mr. Justice Acton agreed, and the appeal was therefore allowed.

The position of a growers' central selling agency, as regards restraint of trade, was considered in *English Hop Growers, Ltd.* v. *Dering* [1928] 2 K.B. 174, in which the defendant had agreed to deliver his 1926 crop to the plaintiffs. On the 10th August, however (when the hops were pickable), the defendant leased his land to a company, and contended that (1) he had never had any hops to deliver, as they were harvested by the company, (2) the agreement was void, (3) the amount claimed, viz., £6,300, being £100 per acre as fixed by the agreement, was a penalty. Mr. Justice Rowlatt gave judgment for the defendant, but this was reversed by the Court of Appeal, where Lord Justice Scrutton laid down that contracts between equals, for avoiding undue competition and price fluctuations, will be regarded more favourably than agreements between master and servant. The present Lord Chancellor and Mr. Justice Romer (as he then was) concurred in allowing the appeal.

Practice Notes.

THE LIABILITIES AND RIGHTS OF DOG OWNERS.

THE evidence necessary for the proof of scienter was illustrated in the recent case of *Pratt* v. *Muscott* at Peterborough County Court, in which £100 was claimed as the result of a bite on the arm from a bull terrier. The plaintiff's evidence was that the dog had always been vicious, and that her wounds had not been occasioned in play. The injury was not permanent, but the medical evidence was that considerable nervous disturbance had ensued, and the limb was not yet fit for strenuous manual work. Evidence that they had also been bitten was given by the plaintiff's son, aged sixteen, and by a kennel hand formerly employed by the defendant. The defendant's witnesses were: a miner and a publican, previous owners of the dog, which was stated to have moved about freely and shown no propensity to bite; an engineer, who had swung a golf club while the dog was being exercised, but it had only caught his sleeve in play; a former kennel maid of the defendant, who stated that the kennel hand (who gave evidence for the plaintiff) had made no complaint at the time. The defendant's own evidence was that the dog was not vicious, and, after the injury to the plaintiff, the dog was placed under observation with a veterinary surgeon, whose two assistants gave evidence that the dog was normal. His Honour Judge Farrant held that the dog was of a fierce and vicious nature, and had not been kept under control by the defendant. Judgment was, therefore, given for the plaintiff for £65, and costs.

The rights of dog owners appear from the recent case of *Edwards* v. *Cox Brothers*, at Exeter County Court, in which £10 10s. was claimed as the value of a dog, which had been run over (when in the gutter) by the defendants' car. Expert evidence was given of value, and the plaintiff's wife stated that the speed of the car was 35 miles an hour, the driver making no attempt to avoid the dog, which was stated (by an independent witness) to have been under perfect control. The defendants' driver estimated his speed at 20 to 25 miles an hour, but contended that he had no chance to avoid the dog. His Honour Judge Higgins pointed out that it was not necessary to take dogs on a lead, and (as the accident was due to negligence of the driver) judgment was given for the plaintiff for the amount claimed, and costs.

FARMERS' LIABILITY FOR ANIMALS ON THE HIGHWAY.

IN *Shipp* v. *Spooner*, recently heard at Bromley County Court, the plaintiff claimed damages for personal injuries incurred

while he was motor-cycling with a pillion rider. His case was that he was travelling at about twenty miles an hour at 9 p.m., when (without there being any warning lights as to the presence of cattle) a cow sprang from the side of the road and into his machine, inflicting injuries which had incapacitated the plaintiff for eight weeks. The defendant stated that he and his son waved lights and shouted, on the approach of the plaintiff, but he passed like an express train and they had to jump aside, although the cow was not badly hurt. It was contended for the plaintiff that it was the farmer's duty to keep the cow off the carriageway, but for the defence it was pointed out that, from time immemorial, farmers had enjoyed the right of taking their cattle and horses on the King's highway. His Honour Judge Spencer Hogg (in summing up) pointed out that, on the defendant's story, it was a miracle that the plaintiff, his passenger, and the cow were not all killed, whereas the passenger was not hurt and the cow only slightly injured. The jury found that there was contributory negligence on the part of the plaintiff, and judgment was given for the defendant, with costs. Compare a Practice Note entitled "Liability for Injury to Straying Animals" in our issue of the 27th September, 1930 (74 Sol. J. 640).

Reviews.

The Registrar-General's Statistical Review, 1929. Part I (Medical Tables). H.M. Stationery Office. Price (formerly 15s.) now 7s. 6d.

The salient features are :—

The birth-rate for the year 1929 was 16·3 per 1,000 persons living at all ages. This is the lowest birth-rate recorded since the establishment of civil registration in this country, the lowest rates previously being 16·6 for 1927 and 16·7 for 1928.

The death-rate was 13·4 per 1,000 of the total population, against 11·7 for the previous year ; it is the highest rate since 1919, which had a figure of 14·0 based on the deaths of civilians only.

The increase in the death rate was due almost entirely to the high mortality from respiratory and circulatory diseases, and the epidemic of influenza during the abnormally severe weather in the months of February and March. The death-rate for the March quarter rose to 20·9, or no less than 5·8 per 1,000 above the average for the first quarter of the eight preceding years, while the rate for the remainder of the year was slightly below the corresponding average for the same period.

The deaths of infants under one year of age were equal to a rate of 74 per 1,000 live births or 9 per 1,000 above that recorded during 1928. Here again the excess was due to the high mortality during the March quarter.

With the exception of the pandemic of 1918-1919, the epidemic of influenza was the most severe experienced in this country since the disease re-appeared in 1890-1891, the mortality being equal to 734 per million living, against 196 in 1928. The mortality from respiratory diseases rose from 1,507 in 1928 to 2,104 per million, but the latter figure had been exceeded in 1920, 1922 and 1924. The mortality from circulatory diseases reached the record figure of 3,030 per million, due largely to the deaths of elderly persons during the cold weather of the first quarter of the year.

The death rate from cancer was 1,437 per million living against 1,425 for the previous year, thus continuing the steady though slight increase over all recent years and being the highest crude rate recorded. The increase affected both sexes, but was rather greater for females than for males.

The mortality of women from *puerperal sepsis* and accidents of pregnancy and childbirth was 4·33 per 1,000 live births compared with 4·42 in the previous year, the improvement was not in respect of *puerperal sepsis* which increased slightly, i.e., from 1·79 to 1·80, but in "other accidents of pregnancy and childbirth" which improved from 2·63 to 2·53. Although lower than that in 1928, the combined rate is still above the experience of the seven years 1921-1927.

The rate for suicide which had declined in 1928 showed in 1929 a rise to 126 per million, the highest figure on record, the rate for females (73) being the highest on record and for males (183) only one per million less than the male record in 1927.

Deaths returned by H.M. coroners as resulting from accidental injury by mechanical vehicles on roads increased from 4,492 in 1927 to 5,251 in 1928, and 5,799 in 1929. Exclusive of collisions between two different types of vehicles, the deaths caused by motor cars increased from 1,550 to 1,660, and those by motor-cycles from 1,043 to 1,162, while in respect of motor vans, lorries, etc., the figures rose from 938 to 1,162.

The Contract of the Sale of Land as affected by the Legislation of 1925. By T. Cyprian Williams, LL.B., Barrister-at-Law and Bencher of Lincoln's Inn. Medium 8vo. pp. lxvi and (with Index) 294. London : Sweet & Maxwell Limited. 21s. net.

The introduction to this volume is a gem of its kind. The learned author having happily hit upon "an ungodly jumble" as "a particularly apt expression to describe a contract for the sale of land," with the true conveyancer's respect for authority, provides one in an unreported dictum of Cromwell, L.P. In the course of his introduction, Mr. Williams shows the extreme complexity of the law in relation to contracts for sale of land and how recent legislation has rendered it more complicated still. No one engaged in the practice of conveyancing should miss reading this introduction.

The promise of the introduction is made good in the work itself which is well arranged, well written and full of learning. The book is divided into six parts with as many appendices. Part I deals with the definition and formation of the contract ; Part II with the terms of an open contract not by correspondence ; Part III with the statutory conditions of sale applicable to a contract by correspondence ; Part IV with the variation of the contract by the parties agreement ; Part V, with the discharge of the obligations of the contract ; and Part VI with the remedies for breach of the contract. In the appendices (which Mr. Williams points out are an integral part of the work), the learned author explains the effect of the legislation of 1925 upon different parts of the contract as now constituted. Thus, in the appendices Mr. Williams discusses fully (under thirteen headings) the effect of the transitional provisions of the Law of Property Acts and the Settled Land Act, and many other important matters.

The learned author claims in his introduction that he has not shirked the discussion of questions of doubt and difficulty arising out of the 1925 legislation, and we think that he has made his vaunting true, and if he has not resolved all the difficulties has at least illuminated many matters which are still the subject of controversy. We notice that Mr. Williams considers that s. 36 of the Settled Land Act only applies when the undivided shares are limited for life only, or for some reason (as he says) the land remains settled land after the time when it devolves upon persons in undivided shares, and that when the land ceases to be settled land at that time, the provisions of the Law of Property Act, 1st Sched., Pt. IV, para. 2, apply. Perhaps the learned author is right, but it is admittedly very difficult to say which of these enactments applies in any particular case.

It remains to be said that the general make-up and printing of the book are very good, and the tables of cases and statutes and the index are, so far as we have been able to test them, better than most.

This is a very valuable work for which all conveyancers will be grateful to the learned author.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Recaption of Chattels.

Q. 2058. Let A denote the Blank Athletic Club and B the landlord who let to A a field for the purposes of the club at the rent of £9 per annum. During their occupation of the field A placed thereon a shed to be used as a dressing station (not in the casualty sense !) for the players. B gave to A a year's notice to quit the premises and A gave up possession on the 25th March last in accordance with the notice. But A left the shed on the field with the intention of removing it as soon as convenient. Seeing that it was not removed within a few days, B, on the 31st March last, gave to A a notice in writing that he would from that date charge 1s. per day for permitting the shed to remain on the field until it was removed. A ignored this communication and did not come to claim the shed until this week—i.e., twenty-one weeks after the 31st March last. In the meantime B has padlocked the gate to the field in question and has refused to allow A to fetch the shed until his charge for the use of the field is paid. B says he will accept £5 in settlement and no less. A have offered £1 10s., which they consider to be enough and will not offer more. Now A are longing for their shed and B is longing for his money.

(1) Has B any right to detain the shed till the £5 demanded is paid—i.e., has B any lien on the goods detained by him ?

(2) Have the officers of the club a right to break the padlock on the gate and remove the shed ?

(3) Generally what are the respective rights of the parties, which apparently both are determined to exercise to the fullest extent ?

A. The above facts raise a question which, as stated in "Salmond on Torts," 5th ed., at p. 180, "has more than once come before the courts, but has not yet succeeded in obtaining a definite and comprehensive answer." On the specific questions raised :—

(1) B has no right to detain the shed until payment of £5, as he has no lien on the goods. A lien would only arise for the price of any repairs carried out on the owners' instructions.

(2) The shed is still there owing to the club's neglect to remove it within a reasonable time after the tenancy expired, and therefore the officers of the club have no right to break the padlock and remove the shed. See *Anthony* v. *Haney* (1832), 8 Bing. 186.

(3) B is entitled to reasonable compensation for any inconvenience due to the shed remaining on his land, but if £5 is an excessive demand he should be sued for damages for conversion —i.e., by reason of an unreasonable demand which amounts to an exercise of dominion over the chattel. See *Wilde* v. *Waters* (1855), 16 C.B. 637.

Issue of Shares to Creditor.

Q. 2059. A creditor for a loan made to a private limited liability company has offered to take preference shares in satisfaction of a part of such loan. Can this be done by a cheque passing from the company to the creditor in repayment of part of the loan and by a cheque from the creditor to the company in payment of the shares, or does the proposed arrangement come within s. 42 (1) (*b*) of the Companies Act, 1929, and so necessitate a contract in writing to be filed with the Registrar of Joint Stock Companies ? If the latter, what stamp duty would be payable on the contract ? There is no written evidence of the loan and is repayable on demand.

A. The company has already had the benefit of the money, and the shares can therefore be regarded as having been paid for in cash, so that the proposed arrangement does not come within the section referred to : see *Spargo's Case* (1873), L.R. 8, Ch. App. 407. It is unnecessary to go through the idle form of an exchange of cheques, and no contract in writing need be filed with the Registrar.

Annual Return of Guarantee Company.

Q. 2060. (1) The form of annual return required to be filed under the Companies Act, 1929, asks for particulars of the total indebtedness of the company in respect of all mortgages and charges of the kind which are required (or, in the case of a company registered in Scotland, which, if the company had been registered in England, would be required) to be registered with the Registrar of Companies under the Companies Act, 1929. Should these particulars include debentures of all kinds, whether created before or after the passing of the Act, and also, should the particulars include unsecured bank overdrafts or unsecured loans to the trust company in respect of which the return is required to be made ?

(2) If the liabilities shown in the balance sheet are unsecured, is it necessary to state the fact, or merely to state what securities are held in respect of those which are secured ?

A. (1) The particulars should include debentures of all kinds (whether created before or after the passing of the Act) but not unsecured bank overdrafts or unsecured loans to the trust company, as these are outside s. 79 of the Act.

(2) It is unnecessary to state the fact that some of the liabilities are unsecured, and it will be a sufficient compliance with s. 124 (3) to state what securities are held in respect of those liabilities which are secured.

Appointment of Liquidators.

Q. 2061. Having regard especially to the terms of ss. 232 (i), 239, 241 (1), 242 and 248 (3) of the Companies Act, 1929, and s. 1 (i) (*b*) of the Interpretation Act, 1889, is there in your view any power to appoint more than one liquidator in a creditor's voluntary winding up under the Companies Act, 1929, either (*a*) by the company nominating more than one person and the creditors nominating the same persons, or (*b*) in any other way, without an application to the court under the proviso to s. 239 ?

A. The omission from s. 239 of any reference to "one or more" liquidators, in contrast to s. 232 (1), is not due to a definite policy, as there is no reason for introducing this distinction between a member's and a creditor's voluntary winding up. Furthermore, s. 248 (3) in the group of sections applicable to every voluntary winding up contemplates several liquidators being appointed. The Interpretation Act, 1889, s. 1 (1) (*b*) may therefore be invoked in the construction of s. 239, and the repeated use in that section of the singular number does not exclude the possibility of more than one liquidator being appointed. The proviso to s. 239 is only applicable to the case of a dispute, and, in the case of unanimity the company and the creditors can each appoint the same persons to be joint liquidators, as suggested in sub-para. (*a*) of the question.

Correspondence.

Mortgagees' Power of Sale.

Sir,—An unsatisfactory situation seems to have been created by the Law of Property Act, 1925, with regard to the sale of mortgaged property. Both the mortgagor and the mortgagee are now owners of legal estates, the former being the owner of an estate in fee simple absolute in possession and the latter the owner of a term of years absolute. As a result, when for any reason the mortgage money has become due, there appears to be a concurrent power of sale vested in the mortgagor and in the mortgagee. The Act (s. 95 (4)) specifically provides that the taking of possession by the mortgagee does not convert any legal estate of the mortgagor into an equitable interest, and also a mortgagee's term is liable to cesser on payment of principal interest and costs. In practice, therefore, a mortgagee's power of sale appears to be hampered by the fact that his interest in the land is liable to cease at any moment even after he has entered into a contract to sell the land. The mortgagee might then find himself liable in damages for breach of his contract to sell, although presumably he could refuse to release the mortgagor until the latter had paid the amount of the damages. It might well happen, however, that the sale price fixed by the mortgagee did not cover this item and that the mortgagor had no other assets.

It is conceivable that further complications might arise. For instance, suppose the mortgagor enters into a contract to sell the fee simple completion being fixed six months hence and has the contract registered as a land charge. This would prevent a mortgagee whose power to sell had arisen from selling for at least six months. Suppose again, that the mortgagee after power of sale has arisen, puts the premises into the hands of an estate agent for sale at a price sufficient to cover principal, interest and costs, but that before sale is effected by this agent the mortgagee receives notice that the mortgagor has sold the premises at a price insufficient to cover these items. It is true that the mortgagee will not release the premises without full payment, but is he justified in continuing the authority to his agent, or still more, in himself contracting to sell after notice of the prior contract. Moreover, even if the mortgagor's sale price is sufficient, is the matter to be taken out of the mortgagee's hands once he has decided to exercise his power of sale?

Generally, on the matter it appears that both mortgagor and mortgagee may, with or without knowledge of the other's action, enter into contracts to sell the land and the question arises whose contract is to be specifically performed? It seems to us that the Act should have contained a provision enabling a mortgagee, whose power to sell had arisen, to execute a deed vesting the fee simple in himself the deed also operating to divest the mortgagor.

We should appreciate the views of your readers on these points.

Maidstone, KING, HUGHES & HOWSE.
12th November.

The Law Society's Bill.

Sir,—May I remind all retired and non-practising solicitors, who object to compulsory membership of The Law Society, that I should like to hear from them at an early date.

"Denmead," H. A. CRESSWELL.
Steyne-road, Bembridge,
Isle of Wight.
29th October.

Appointments of Trustees in place of the Public Trustee.

Sir,—It appears to me that the main conclusion arrived at by your contributor in his valuable article on this subject (which appeared in your issue of the 8th inst., at p. 749) can be supported by another line of reasoning.

On an appointment of the kind under consideration all the elements contemplated by T.A., s. 36 (2) and s. 68 (5) are present.

I submit that those sub-sections should be read in conjunction with L.P.A., 1st Sched., Pt. IV, para. 1 (4) (iii).

If that is true, T.A., s. 36 (1), applies, and under that sub-section the appointors may appoint themselves.

Broadstairs, JOHN HANDON.
10th November.

[We are obliged to Mr. Handon for his letter which has been submitted to the writer of "A Conveyancer's Diary," whose comment is to the effect that s. 36 (2) of the T.A. only applies where a trustee has been removed, and that until an appointment in place of the Public Trustee has been made, the latter is not removed. The sub-section does not, therefore, apply to a first appointment in place of the Public Trustee.—ED., *Sol. J.*]

Legal Fictions.

XI.

A Knavish Fellow who Got Away with it.

ONCE upon a time there were two Owner-Drivers who drove so negligently that they became Joint-Tortfeasors by injuring a Pedestrian.

The Jury, consisting of ten Good Men and True and Two ditto Women, found that Five Hundred Pounds would compensate the Pedestrian for pain, suffering, doctors' bills, going away for convalescence, Extra Nourishment and loss of business.

The Learned Judge who in his Summing-up had dealt with the Rights of Pedestrians at great length and Explained the law of negligence as well as he possibly could, including the Doctrine of Last Opportunity, entered judgment against the Joint-Tortfeasors jointly and severally for Five Hundred Pounds.

One of the Joint-Tortfeasors being a Knavish Fellow as well as an Owner-Driver and Tortfeasor, instructed his Agent to get an Assignment of the Judgment and to pay Five Hundred Pounds for the Said Assignment. The Pedestrian (hereinafter called the Successful Plaintiff) on being offered Five Hundred Pounds in Ready Money by a stranger for an Assignment accepted the Ready Money and promptly assigned.

The Successful Plaintiff, after having thanked his legal advisers, returned to the bosom of His Loving Family and disappears from the Scene.

The Agent of the Knavish-Fellow-Owner-Driver-Joint-Tortfeasor then went up to the other Owner-Driver-Joint-Tortfeasor, and after he had said "How do you do?" and shaken him warmly by the hand, informed him that he was the Assignee of a Judgment for Five Hundred Pounds against him Jointly and Severally with a Knavish Fellow who was his Principal, and that unless the Five Hundred Pounds was forthcoming he would enforce the Judgment of the Learned and Distinguished Judge.

After he had taken the Opinion of Counsel Learned in the Common Law who had impressed him with the Fact that it was Law that an Assignee could enforce a Judgment and that there was no Contribution between Joint-Tortfeasors, even when one was a Knavish Fellow as well, he sent a Cheque for Five Hundred Pounds to the Knavish Fellow and the Cheque was duly Honoured.

So that the Owner-Driver-Knavish-Fellow-Joint-Tortfeasor committed his Tort without Paying for It.

Moral.—If you are a Joint-Tortfeasor get an Assignment of the Judgment if your Joint-Tortfeasor is solvent, because he might get it first and Saddle you with the whole. Also do not commit torts in company with Knavish Fellows, because you may have to treat him to his tort without even getting a beer in return.

Notes of Cases.

Court of Appeal.

In re Carroll.

Scrutton, Lawrence and Greer, L.JJ. 14th October.

Habeas Corpus—Security for Costs of Appeal—Refusal of Writ—Appeal to Court of Appeal—Original Jurisdiction of Court of Appeal in *Habeas Corpus*—Whether Court of Appeal a Member of High Court of Justice—Supreme Court of Judicature (Consolidation) Act, 1925 (15 & 16 Geo. 5, c. 49) s. 1.

Application by respondents for security for the costs of an appeal.

The applicants had been served with a notice of appeal by the appellant, Ellen Carroll, from the refusal of the Divisional Court to order the issue of a writ of *habeas corpus* directed to the respondents, the Homeless Children's Aid and Adoption Society and F. B. Meyer's Children's Home (Incorporated) to bring up the body of Ellen Carroll's infant daughter Joan Margaret Carroll. The application for the writ of *habeas corpus* was made in the first instance to Charles, J., in chambers, and was refused, and his decision was affirmed by the Divisional Court. The respondents' costs in these proceedings had been taxed and amounted to £105, but had not been paid. The notice of appeal stated that the Court of Appeal would be asked to order that the costs of the appeal and the costs of the proceedings before Charles, J., in chambers, and before the Divisional Court, should be paid by the respondents. On behalf of the respondents an application was made that an order for security for costs of the appeal should be made, in view of the fact that the appellant was an impecunious person. For the appellant it was contended that security for costs could not be ordered in *habeas corpus* proceedings, and that an order for security for costs, if made, would be futile because an applicant for a writ of *habeas corpus* could go from court to court, and, apart from the appeal, the appellant could make an original application to the Court of Appeal for the issue of the writ.

Scrutton, L.J., in giving judgment, said that following the views expressed by Lord Hailsham, L.C., in *Eshugbayi Eleko* v. *Nigerian Government Officer* [1928] A.C., 459, at p. 468, with regard to an applicant's right to make successive and repeated applications to each judge of the High Court for the writ of *habeas corpus*, it was contended on behalf of the appellant that what was really happening here was not an appeal from the Divisional Court but an original application to the Court of Appeal to order the issue of the writ of *habeas corpus*, and that, therefore, no order for security for costs could be made. But having regard to s. 1 of the Supreme Court of Judicature (Consolidation) Act, 1925, and the decision in *Ex parte Le Gros* (1914), W.N. 31, the Court of Appeal had no original jurisdiction in *habeas corpus*. The court could therefore deal with the case only as an appeal, and the mere fact that it was an appeal in a *habeas corpus* case did not prevent the court from exercising its power to order security for costs where the appellant was an impecunious person. The appellant had already had two decisions given against her. There was no doubt that the appellant was impecunious and could not pay the costs of the appeal if she should fail. It was peculiarly a case where security for costs should be ordered. Security for costs in the sum of £35 must be provided.

Lawrence and Greer, L.JJ., concurred.

Counsel: *Sir Thomas Inskip*, K.C., and *E. G. Palmer*; *Serjeant Sullivan*, K.C., and *Seuffert*.

Solicitors: *Carter & Bell*; *Ellis & Willes and Ingpen and Armitage*.

[Reported by T. W. Morgan, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Van der Byl, *In re* Fladgate *v.* Gore.

Luxmoore, J. 16th October.

Will—Residuary Gift to Children—Power of Appointment—Trust for Next of Kin—Will of Donee of Power—Whether Power Exercised—Administration of Estates Act, 1925, ss. 46, 50.

A testator by his will dated 11th September, 1889, gave the residue of his property to his children, and as to his daughter's shares in trust for such persons as such daughter should by will appoint and in default of appointment in trust for next of kin. One of the daughters, A.E.V.B., by her will dated 1st December, 1927, gave all her residuary estate to her sister, the defendant I.C.G., but the will did not refer to any power of appointment. A.E.V.B. died on 15th February, 1919, a spinster, and her will was duly proved, but it was attested by the husband of I.C.G., and therefore the gift to her failed to take effect. This summons was taken out to determine whether A.E.V.B. had effectually exercised the general testamentary power of appointment which she had under her father's will so as to make the subject-matter of the power her own property for all purposes, or whether the settled share devolved as in default of appointment.

Luxmoore, J., said the question was whether the subject-matter of the power passed as part of the property of the testatrix or went under the will of her father as not having been taken out of those trusts. In the case of *In re Davies*, L.R. 13 Eq. 163, the testatrix dealt with her own property and the property the subject of the power as two quite separate things, there being no massing of the two classes of property together. But in the present case the testatrix had dealt with the whole of the property as one mass, and had not distinguished between her own property and that subject to the power in any way. She had shown an intention to take the property out of the appointment and to make it her own, so that it passed as her own property. It therefore went to her next of kin according to the law now set forth in the Administration of Estates Act, 1925, namely, to her sisters in equal shares.

Counsel: *C. R. R. Romer, Galbraith*, K.C., and *Vanneck*; *R. H. Hodge, A. G. Coulson, G. D. Johnston, J. Neville Gray, T. A. C. Burgess*.

Solicitors: *Fladgate & Co.*; *Radcliffes & Hood*; *St. Barbe, Sladen & Wing*; *Holloway, Blount & Duke*; *Maples, Teesdale and Co.*

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

In Lighter Vein.

The Week's Anniversary.

On the 31st October, 1574, Robert Monson became a Justice of the Common Pleas. At that time, every judge had to be a serjeant and he is the earliest instance of a barrister being invested with the coif specially for the purpose of raising him to the bench.

Both before and after his promotion, Monson was outspoken in an age when plain speaking was much more perilous than it is to-day. In 1579, a gentleman of Lincoln's Inn lost his right hand for having written a slanderous attack on the Duke of Anjou whom Elizabeth at that time regarded as an eligible husband. Monson openly expressed his doubt as to the force of the statute under which the rash author suffered. This was not the first time he had offended the Queen, and he was "so sharply reprimanded that he resigned his place."

Monson's punning epitaph in Lincoln Cathedral made neat play of the two syllables of his name—moon and sun.

"Quem tegit hoc marmor, si forte requiris, Amice,
Lunam cum Phœbo jungite, homen habes.

Luce patrum clarus, proprio sed lumine major
De gemina merito nomina luce caput.
Largus, doctus, amans, aluit, coluit, recreavit
Musas, jus, vinctos, sumptibus, arte, domo."

PLAIN SPEAKING.

Mr. Justice Hill cannot be numbered among those who never will be missed now that the Law Courts know him no more. His character was marked by a typically English combination of kindliness, common-sense and plain speaking.

With this, he "stood in the last ditch for the purity of the English language," and correctness of expression. Even "photo" was too colloquial a word for his court, and one of his last utterances in his final term was a protest against "the use of the vague word 'misconduct' for the plain fact of adultery."

Not all judges have been as direct as that, and there is a story of an attempt by Lord Denman to convey obliquely to the Bar the nature of the next cases he meant to try. "I propose," he said, "to take all cases—er—of a certain class on Friday."

A tactful silence followed amid which a venerable advocate rose, and with an emphasis designed to make the announcement plain to every mind, said, "Your lordship *means* the indecent cases."

"MINIATURE GOLF."

It seems those who imagine miniature golf to be a brand-new discovery in the way of amusement are very much in the wrong, according to the reminiscences of the late Mr. H. L. Cancellor, that hard-working London "beak," who died almost immediately after retirement from the Bench last year.

One of Cancellor's friends and patrons was Bucknill, J. (afterwards Lord Justice) whose Masonry was the reason for that extraordinary finale to the Seddon murder trial. The late stipendiary records that one night during an assize at Winchester he dined with the judge at his lodgings, the marshal being the only other guest. After dinner his lordship insisted on the trio playing golf in the drawing room. When Bucknill had taken off his dress-coat and turned up his shirt-sleeves, "he put the sofa on its side and several chairs upside-down, converting the furniture into bunkers which we had to carry with golf balls."—and all this after an excellent dinner that had been washed down with some excellent champagne. Was this the original miniature golf course?

Societies.

Solicitors' Benevolent Association.

ANNUAL MEETING.

The seventy-second annual meeting of the Solicitors' Benevolent Association was held in The Law Society's Council Chamber, Chancery-lane, on Tuesday, the 11th November, when special reference was made to the progress of the "Cecil A. Coward Fund" established in 1928 (see 72 SOL. J. p. 696), to enable the Board to undertake the work of maintaining, educating and starting in life the children of deceased solicitors. The Chairman (Mr. H. W. Michelmore, Exeter) presided. Before dealing with the business of the meeting, the Chairman paid a tribute to the Association's late Chairman, Mr. W. F. Cunliffe, whose loss they deeply mourned.

The fact, said Mr. MICHELMORE, that His Royal Highness The Prince of Wales had added the patronage of their Association to his other important obligations was a high token of the value of their work. It proved that he was satisfied of the national importance of the work in which they were all engaged, and further, it also proved that he was satisfied that it was being carried on satisfactorily. The Board were therefore entitled to call upon the profession to aid them, to the utmost of their power, both with funds and advocacy, and not to stand aside or merely subscribe a minimum amount to entitle their names to appear in the list of members. He wished them to look at the list of directors. They would find there the names of many of the leading London solicitors who were devoting their valuable time, regularly month by month, to investigating the sad and pathetic appeals which reached the Board; and they would further find that those men, who knew most of the work and its needs, were one and all generous givers and subscribers to its funds. Secondly, he wished them to read the appeal of Sir Norman Hill given at the annual general meeting of the Association in Leeds in 1922. That appeal was as strong and as true to-day as it was on the day that he made it. On that occasion Sir Norman Hill said (*inter alia*) "I am forced to the conclusion that the explanation of the lack of support from some centres can only be found in their want of information as to the work done by the Association, and as to the urgent needs that have to be met . . . The additional income is really and urgently needed, and I know my profession well enough to be absolutely confident that if the facts be brought to the knowledge of many subscribers they will be only too ready to increase their annual subscriptions."

The directors (continued the Chairman) had this year collectively and individually approached the profession by letter and personally for increased support, with a resulting increase of 273 new members since the Association met at Bournemouth. Their membership was now 5,802, and they had obtained the equivalent of £17,460 towards the £20,000 that was required to place the "Cecil A. Coward Fund" upon a solid basis. Of that sum, it was only right to tell them, Leicester, through the work and influence of Mr. Bigg, had produced 500 guineas. The objects of the Coward fund were to maintain, train and start in life the children of deceased members of the Association, and he asked them on what more worthy object could a solicitor bestow his charity?

Gentlemen (he continued), if you have not already assisted with a donation for this Coward fund, I do beg of you, when you return to your office, to ring for your cashier and tell him to draw a cheque in favour of Mr. Gill, our excellent secretary, being careful to mark it "Coward Fund Appeal."

The Association was founded some 72 years ago with the object of assisting necessitous solicitors. Wise men had told them that wisdom was more precious than rubies. Their profession had recently had a very bad attack of cancer, and the public, even to the House of Commons, became thoroughly alarmed. Whilst they could trust The Law Society to act the part of surgical specialist when the case was manifest, it could do nothing, at any rate at present, to prevent the evil. They were all agreed that prevention was better than cure, seeing that it obviated all the unpleasant consequences of crime. No man entered their profession with the idea of stealing his client's money; some did so from one reason, some from another, but he believed one and all were thoroughly ashamed of having done wrong directly after they had done it, and they tried to rectify the wrong with the result that they got deeper and deeper into the mire. They did not know what to do, or who to turn to for advice. If it were known that any member of the Board of their Benevolent Association, who were all not merely men of wide experience, but men full of the milk of human kindness—seeing that they spared neither time nor money in order to straighten and smooth out the lives of the widows and orphans—was prepared to be consulted confidentially in advising any solicitor in trouble, much evil and suffering would be prevented.

"Wise and sympathetic advice (concluded Mr. Michelmore) is of more value than gold, and moral courage is somewhat rare. Many, if they were given the necessary stiffening, would pull themselves together and go straight, and so the downfalls that have given the many reason to blaspheme would be obviated."

Mr. E. F. DENT (a Director) said that he would like to add a few words to what the Chairman had said in regard to what was the primary object of the Association. The aims and objects, he said, reading from the Association's handbook, were "To relieve, either by Donations or Annuities, necessitous members, and their wives and families; and the necessitous widows and families of deceased members, and in special cases the parents or collateral relations of deceased members; and, secondly, such necessitous persons as are or have been attorneys, solicitors, or proctors, and have not been members, and who, in the opinion of the Directors, may be deserving objects; and their wives and families; and the necessitous widows and families of deceased attorneys, solicitors and proctors, who were not members of the Association at the time of their decease." So, they had got a very wide area to cover; they could help a very large number of persons, but, except so far as children of members were concerned, they could not do that except out of the general fund, and unless it was sufficient for that purpose two results must follow, either the number of grants must be lessened, or the amount of the grant to each must be cut down. With regard to the general fund, the income for the year 1930 was £12,834, while the expenditure over the same period was £14,475, which meant a deficit

of £1,940. That deficit had been met out of money brought forward and out of a legacy left to them. It was quite clear that that state of affairs could not go on. If they were to keep up their grants they must increase their income. The number of cases relieved in 1929 was 316, and to June 1930, 332, and it had been going steadily up year by year. The average grants to members in 1930 were £56, and to non-members £38. It had always been the aim of the Directors to increase the grants to possibly £100 for members. That would be impossible unless the subscriptions increased. The profession as a whole, he was sure, did not want the Association to do anything to decrease its grants, but the remedy was to obtain additional members of the Association and to persuade existing members to increase their subscriptions. There were over 15,000 members of the profession, less than 6,000 of whom were members of that Association. Was that right? He hoped that the converted would pass that on to the unconverted.

Mr. Dent concluded by saying that his idea was "that there is only one way of raising money for the Association, and that is by personal service. We one and all have to go round to everybody we know in the profession and urge them to help in the matter. If that is done I feel convinced that we shall be able to raise considerably more money." (Applause.)

Mr. MONTGOMERY WHITE also drew attention to the speech of Sir Norman Hill where he said in 1922 "A great deal of good work has been done, and is being done, by both the London and the provincial members of the Board in making the activities of the Association known, and in enlisting new members. But I would suggest that the time has now come when in both London and the provinces the work of securing new members should be organised. We must aim at getting into *personal touch* with every practising solicitor. We need in every centre a man who will keep himself informed as to the work done by the Association, and its needs, and will secure for it the sympathy and support of his fellow solicitors. In the provinces I think the Law Societies could, if they will, help in the finding of such men. In London I think our aim should be to find willing workers to take up different districts." (Hear, hear.)

Mr. White suggested that the Directors should find some interested persons in every town who would undertake to make personal calls upon non-members and see what they could do to induce them to become members; and (stressed Mr. White) he ought to be armed with a proper receipt book, and possibly a banker's order which he could hand to those people who might possibly become members. He (the speaker) had volunteered to undertake any district in London that might be assigned to him.

In reply, the Chairman, said that a great deal of ground had been broken, but it was not easy to get young solicitors to subscribe; they all said that they could not possibly afford it.

The CHAIRMAN then read a telegram he had just received from the Royal Exchange Assurance, in the following terms: "Have much pleasure in donating 50 guineas to the Coward Fund of the Solicitors Benevolent Association and wish you every success." (Applause.)

Sir REGINALD POOLE said that the Directors themselves personally canvassed a large number of solicitors in their neighbourhood, but in the course of that canvassing they came across several cases in which the response was unfavourable because many solicitors were not as prosperous as they used to be, and they found difficulty in finding the money. He thought they should concentrate upon increasing the subscriptions of those who already gave than upon obtaining subscriptions from those who could not afford it. There were large firms throughout the country, he was ashamed to say, who were still content to pay either the ten guineas for a life membership or to subscribe the annual sum of one guinea; he thought an additional effort ought to be made against them. (Hear, hear.)

A resolution of thanks to the Board of Directors was then proposed by Sir ROBERT WELSFORD and seconded by Mr. W. E. MORTIMER and carried.

Sir REGINALD POOLE, seconded by Mr. A. G. GIBSON, profferred the thanks of the meeting to the auditors for their services in the past year.

Sir NORMAN HILL conveyed the thanks of the meeting to the Chairman for the admirable manner in which he had presided during his term of office, and Mr. C. G. MAY seconded.

The monthly meeting of the Board of Directors of the Association was held at the close of the annual meeting, and the Chairman, Mr. H. W. Michelmore (Exeter), presided. The other Directors present were: Sir A. Norman Hill, Bart., Sir E. F. Knapp-Fisher, Sir Reginald Poole (London), Messrs. C. S. Bigg, B.A. (Leicester), Arthur C. Borlase (Brighton), Major R. Bullin (Portsmouth), Messrs. W. A. Coleman (Leamington), E. R. Cook, C.B.E., T. S. Curtis, E. F. Dent (London), K. T. S. Dockray, M.A. (Manchester), Robert Epton (Lincoln), A. G. Gibson (London), A. M. Ingledew (Cardiff and London), R. B. Johns (Plymouth), C. G. May, H. A. H. Newington, B.A., D.S.O. (London), H. H. Scott, LL.B. (Gloucester), P. J. Skelton (Manchester), F. L. Steward, M.A. (Wolverhampton), A. B. Urmston (Maidstone), and Harry White, M.A. (Winchester).

£914 was distributed in grants of relief, and thirty-seven new members were admitted. Mr. Ernest F. Dent (London) was unanimously elected Chairman and Mr. W. A. Coleman (Leamington) Vice-Chairman for the ensuing year. Mr. K. T. S. Dockray (Manchester) was elected to a vacancy on the Board of Directors. Other general business was also transacted.

PORTRAIT OF MR. H. W. MICHELMORE (EXETER).

A few copies of the portrait of the Chairman of The Solicitors' Benevolent Association, which we had the privilege of presenting with our issue of 1st November, reproduced on special paper suitable for framing, may now be obtained at the offices of this journal, price 3s. 6d. each post free. Early application is advisable.

Parliamentary News.

House of Commons.

Questions to Ministers.

ROYAL COMMISSION.

Sir A. STEEL-MAITLAND asked the Prime Minister what steps have been taken to set up the proposed Royal Commission on Unemployment Insurance; when will the commission be established; and is he in a position to state the terms of reference and the names of the members?

The Prime Minister (Mr. RAMSAY MACDONALD): I hope very soon to be able to make a statement on this subject. It is under consideration. [6th November.

POLICE INVESTIGATIONS (JUDGES RULES).

Sir G. PENNY asked the Home Secretary whether, in view of the representations made that the instructions issued by the Home Office to the police in regard to questioning suspects have hampered Scotland Yard in the detection of criminals, he will take steps to relax the regulations and give greater scope to Scotland Yard for questioning suspects where murder or brutal assault has been committed?

Mr. CLYNES: No such representations have been made to me, but I have seen in the Press suggestions to the effect stated in the question. As I informed the House on the 29th July last, a circular, copies of which were put on sale and placed in the Library, was issued on the 24th June last to all police forces. The object of this circular, the terms of which were approved by His Majesty's Judges, was to remove any possibility of misunderstanding as to the effect of the Judges' Rules. The circular involves no change in the practice of police forces that have correctly interpreted the Rules in the past. These Rules, which have been in force many years, do not prevent any necessary and proper questioning of suspects, and I could not entertain the suggestion that I could or should abrogate them in any respect. So far as I know they have not, in fact, hampered the investigation of a single serious crime. [6th November.

PRIVATE BILL PROCEDURE.

Captain BOURNE asked the Prime Minister whether he proposes to recommend to the House the adoption of the remaining recommendations contained in the report of the Select Committee on Private Bill Procedure?

THE PRIME MINISTER: The recommendations to which the hon. and gallant Member refers cannot be put in force by resolution of the House. Some require legislation and others action by Ministers, the Chairman of Ways and Means and Parliamentary Agents. The several proposals are being considered. [6th November.

IRISH FREE STATE (SWEEPSTAKE.)

Sir W. DAVISON asked the Chancellor of the Exchequer whether his attention has been called to the sums of money which are leaving this country for investment in the Irish Free State sweepstake; and whether he has in contemplation

the issue of premium bonds or other similar device to secure the retention of such moneys in this country?

Mr. PETHICK-LAWRENCE: The answer to both parts of the question is in the negative. [10th November.

WILD STAG HUNTING.

Sir R. GOWER asked the Home Secretary whether it is his intention to introduce, during the present Session of Parliament, legislation making the hunting of the wild stag with hounds illegal?

Mr. CLYNES: I am afraid that it is not possible for His Majesty's Government to take up this subject at the present time. [10th November.

FRANCHISE (NON-EXERCISE).

Sir R. GOWER asked the Home Secretary whether he will consider the desirability of introducing legislation making it a punishable offence for electors to abstain from recording their votes at parliamentary, county council and municipal elections without good cause?

Mr. CLYNES: I do not think such legislation is practicable or desirable. [10th November.

TREASURY NOTES.

Mr. W. BROWN asked the Chancellor of the Exchequer whether the Government propose to introduce legislation transferring the power to issue Treasury notes from the Bank of England to the Treasury?

Mr. PETHICK-LAWRENCE: No, sir. [10th November.

JOINT INDUSTRIAL COUNCILS.

Mr. MANDER asked the Minister of Labour the present position with regard to the negotiations for an agreed measure giving statutory powers to the decisions of joint industrial councils under certain conditions?

Mr. LAWSON: The Government have not participated in such negotiations. [10th November.

LAND DRAINAGE ACT.

Lieut.-Colonel HENEAGE asked the Minister of Agriculture whether he intends to introduce a Bill to amend the Land Drainage Act, 1930, before Christmas?

Dr. ADDISON: No, sir. [10th November.

COMPANIES ACT, 1929.

Mr. A. M. SAMUEL asked the President of the Board of Trade whether, in view of the necessity for amending the Companies Act, 1929, for the purpose of checking unsatisfactory features which disfigure company practice to-day, his Department will now draft an amending Bill for the protection of the public?

Mr. W. GRAHAM: If the hon. Member will forward to me any suggestions which he may have, they shall be noted for investigation when the desirability of amending legislation is being considered. [11th November.

LAW OFFICERS (SALARIES AND FEES).

Sir K. WOOD asked the Financial Secretary to the Treasury the amount in salary and fees drawn since June, 1929, by the Attorney-General and Solicitor-General?

Mr. PETHICK-LAWRENCE: The salaries and fees of the Attorney-General and Solicitor-General in the period of about sixteen-and-a-half months from 10th June, 1929, to 31st October, 1930, are as follows:—

—	Salary.	Fees.	Total.
Attorney-General.	£	£	£
Sir W. Jowitt	9,744	18,846	28,590
Solicitor-General.			
Sir J. B. Melville ..	8,042	4,720	12,762
Sir R. Stafford Cripps ..	82	—	82

[11th November.

LAND VALUATION BILL.

Captain BOURNE asked the Chancellor of the Exchequer whether it is his intention to re-introduce the Land Valuation Bill this session in the form in which it was published last session?

Mr. P. SNOWDEN: When the Land Valuation Bill was circulated I stated that I would be glad to consider suggestions in regard to it. I am now considering the suggestions which I have received. 11th November.

Legal Notes and News.

Honours and Appointments.

The Hon. Sir R. STAFFORD CRIPPS, K.C., Solicitor-General, has been elected a Master of the Bench of the Middle Temple.

Mr. ARTHUR S. GRANT, solicitor (Sole, Sawbridge & Co.), 68, Aldermanbury, E.C.2, has been appointed Clerk of the Pewterers Company in succession to the late Mr. C. W. Sawbridge.

Mr. R. S. THACKER has been appointed Chief Justice and Police Magistrate at St. Vincent in the place of Mr. Willoughby Bullock, who has resigned.

Mr. W. PULSFORD LANG, Town Clerk of Lymington (Hants), has been appointed Clerk to the Urban District Council of Whitchurch (Salop).

Mr. EDWIN C. L. PARKER, O.B.E., Solicitor, Salisbury, has been appointed Clerk to the Dean and Chapter of Salisbury Cathedral. Mr. Parker is a member of the firm of Jonas and Parker, Solicitors, of that city, and also holds the appointment of Clerk to the Justices of the City of New Sarum.

Mr. ALEX. ROBERTSON has been presented with the freedom of the Borough of Douglas upon his retirement from the Town Clerkship after thirty-two years' service.

Mr. E. W. GILL, Solicitor, of the firm of Pomeroy & Gill, Bodmin, has been appointed a Notary Public for the district of Bodmin and Camelford. Mr. Gill is Clerk to the County Justices of the Trigg Division of Cornwall and to the Justices for the Borough of Bodmin.

Wills and Bequests.

Mr. James Henry, K.C., of Belgrave-square, Rathmines, Co. Dublin, a well-known member of the Irish Bar, left personal estate in England of the gross value of £6,310.

Mr. Thomas Henry Ramsden, of Oakwell, Golcar, near Huddersfield, retired solicitor, who died on 2nd September, aged eighty-three, left property of the value of £21,456, with net personalty £20,807. He gives: £500 to the Huddersfield Royal Infirmary; £250 to the vicar and churchwardens of St. John's Church, Golcar; £100 each to the Golcar Conservative Club, Clara Briggs, and Bartley Micklethwaite, gardener; £50 to Alfred Woodcock, if still in his service; and £50 and £10 for each year of service over five years to each of his maids.

Mr. Frederick James Phillips, of Picton-street, Bristol, for nearly fifty years with Messrs. Latchams & Montague, solicitors, of Stokes Croft, left estate of the gross value of £5,075.

MENTAL TREATMENT ACT, 1930.

APPROVAL OF MEDICAL PRACTITIONERS.

Medical practitioners who desire to be approved by the Board of Control for the purpose of making recommendations in respect of voluntary patients under sixteen years of age (s. 1 (3) and temporary patients (s. 5 (3)) of the Mental Treatment Act) can obtain the necessary form of application by writing to "The Board of Control, Caxton House West, Tothill Street, London, S.W.," and marking the envelope "M.T.D." in the top left hand corner.

As the Act comes into operation on 1st January next, intending applicants should write for this form immediately. The Board cannot entertain applications for approval from medical practitioners of less than five years' standing on the Medical Register.

LORD MESTON AND THE SIMON REPORT.

Lord Meston, in addressing members of the Manchester Reform Club on Monday, says *The Times*, said that the only comprehensive and consistent scheme for the future government of India was to be found in the Simon Report. He hoped that the ridiculous suggestion that the report should be scrapped would not be adopted.

In facing the question of the future Constitution of India this country was "up against" the most momentous problem since the war. Every time that the extremists in India found that this country approached them to give them what they wanted they demanded more. "I believe this is deliberate," he said, "and indicates the complete impossibility of bringing the extreme Nationalist factor inside any form of constitutional government which it is possible for us to devise. I believe our hold over the great mass of the people who do not take any interest in politics is being weakened, but it is not too late to restore ourselves into the position we have always held in regard to them."

DEPUTATION TO THE LORD CHANCELLOR.

EXPENSE OF LITIGATION.

The Lord Chancellor, on Thursday, the 6th November, received a Deputation from the London Chamber of Commerce, at the House of Lords, which was introduced by the President of The Chamber, the Lord Herbert Scott, and consisted of Sir James Martin (a past President of the London Chamber of Commerce), Mr. E. G. Roscoe (Chairman of the Parliamentary and Commercial Law Committee of the Chamber), Mr. G. R. Freeman, Mr. Sydney Leader, Mr. K. G. R. Vaizey, Mr. A. de V. Leigh (Secretary of the Chamber).

The Lord Chancellor was accompanied by Lord Hanworth (Master of the Rolls), Lord Merrivale (President of Probate, Divorce and Admiralty Division), Mr. Justice Avory (King's Bench Division), Mr. Justice Eve (Chancery Division), Sir William Jowitt (Attorney-General), Sir Thomas Hughes (Chairman of the General Council of the Bar), Sir Roger Gregory (President of The Law Society), Sir Claud Schuster (Permanent Secretary to the Lord Chancellor), Mr. E. A. Mitchell-Innes, K.C.

The object of the deputation was to elaborate the points raised in the Chamber's report on the expense of litigation, which has aroused such widespread interest, not only in this country, but abroad.

A discussion lasting one hour and three-quarters took place, during which the procedure in foreign countries came under review.

The Lord Chancellor promised to give the representations of the Chamber his very careful and sympathetic consideration.

THE "NOT DRUNK" MOTORIST.

When George Henry Sandeman, fifty-seven, described as a removal estimator, appeared at the London Sessions, charged with being drunk in charge of a motor car, the jury found that he was under the influence of drink but not drunk. The Chairman (Sir Robert Wallace, K.C.): That is a verdict of "Not Guilty," but after next January that will be a verdict of "Guilty." The law then will be that a person who takes intoxicating liquor so as to be unfit to drive a car will be guilty. Sandeman was accordingly acquitted, and was discharged.

DEFAULTING SOLICITORS.

Mr. Harold M. Smith (44), solicitor, Derby, was remanded on Wednesday, 5th November, on a charge of forging a banker's cheque and order for payment of £55. Mr. Smith was formerly a member of the town council and Parliamentary candidate for the borough.

Colonel S. E. Somerville (73), a Doncaster solicitor, was remanded on Tuesday, 4th November, at Doncaster police-court, on a charge of fraudulently converting to his own use £401, the property of clients. Mr. E. J. Chambers, in opposing bail, which was refused, stated that £18,000 was involved.

Insurance Notes.

The Directors of the Alliance Assurance Company, Limited, at their meeting on Wednesday last, declared an interim dividend, payable on the 5th January, 1931, of eight shillings per share, less income tax.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA	APPEAL COURT No. 1	GROUP I. MR. JUSTICE EVE.	MR. JUSTICE MAUGHAM.
			Witness. Part II.	Witness. Part I.
M'nd'yNov. 17	Mr. Hicks Beach	Mr. Ritchie	Mr.*Blaker	Mr. Ritchie
Tuesday 18	Blaker	Andrews	*Jolly	*Blaker
Wednesday 19	More	Jolly	*Ritchie	Jolly
Thursday . 20	Ritchie	Hicks Beach	Blaker	*Ritchie
Friday 21	Andrews	Blaker	*Jolly	Blaker
Saturday .. 22	Jolly	More	Ritchie	Jolly
	GROUP I. MR. JUSTICE BENNETT Non-Witness.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
M'nd'yNov. 17	Mr. Jolly	Mr.*Hicks Beach	Mr. More	Mr.*Andrews
Tuesday .. 18	Ritchie	Andrews	Hicks Beach	*More
Wednesday 19	Blaker	*More	Andrews	*Hicks Beach
Thursday . 20	Jolly	Hicks Beach	More	Andrews
Friday 21	Ritchie	*Andrews	Hicks Beach	More
Saturday .. 22	Blaker	More	Andrews	Hicks Beach

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The CHRISTMAS VACATION will commence on Wednesday, the 24th day of December, 1930, and terminate on Tuesday, the 6th day of January, 1931, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 20th November, 1930.

	Middle Price 12th Nov. 1930.	Flat Interest Yield. £ s. d.	Approximate Yield with redemption. £ s. d.
English Government Securities.			
Consols 4% 1957 or after	92¾	4 6 3	—
Consols 2½%	58⅛	4 5 6	—
War Loan 5% 1929-47	102¼	4 17 7	—
War Loan 4½% 1925-45	100⅛	4 9 7	4 9 0
War Loan 4% (Tax free) 1929-42	100⅝	3 19 5	3 18 3
Funding 4% Loan 1960-90	95	4 4 3	4 4 6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	96½	4 2 11	4 4 0
Conversion 5% Loan 1944-64	105⅝	4 14 7	4 13 3
Conversion 4½% Loan 1940-44	102¾	4 7 7	4 3 3
Conversion 3½% Loan 1961	81½	4 5 8	—
Local Loans 3% Stock 1912 or after	68	4 8 3	—
Bank Stock	272½	4 8 1	—
India 4½% 1950-55	87xd	5 3 6	5 9 6
India 3½%	65	5 7 8	—
India 3%	56	5 7 2	—
Sudan 4½% 1939-73	99	4 10 11	4 11 0
Sudan 4% 1974	90	4 8 11	4 10 6
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	84½	3 11 0	4 1 0
Colonial Securities.			
Canada 3% 1938	93	3 4 6	4 2 0
Cape of Good Hope 4% 1916-36	97	4 2 6	4 11 6
Cape of Good Hope 3½% 1929-49	87	4 0 6	4 11 0
Ceylon 5% 1960-70	102	4 18 0	4 17 9
Commonwealth of Australia 5% 1945-75	82	6 1 11	6 4 0
Gold Coast 4½% 1956	95	4 14 9	4 17 0
Jamaica 4½% 1941-71	96	4 13 9	4 14 6
Natal 4% 1937	97	4 2 6	4 11 9
New South Wales 4½% 1935-45	74⅛	6 0 10	7 7 6
New South Wales 5% 1945-65	76¼	6 10 9	6 15 0
New Zealand 4½% 1945	98	4 11 5	4 14 0
New Zealand 5% 1946	104	4 16 2	4 15 9
Nigeria 5% 1950-60	104	4 18 2	4 15 0
Queensland 5% 1940-60	76⅛	6 10 9	6 17 6
South Africa 5% 1945-75	104	4 16 2	4 15 6
South Australia 5% 1945-75	77⅛	6 9 0	6 11 3
Tasmania 5% 1945-75	83⅛	5 19 9	6 1 3
Victoria 5% 1945-75	77⅛	6 9 0	6 11 3
West Australia 5% 1945-75	78⅛	6 7 5	6 9 9
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	66⅛	4 10 3	—
Birmingham 5% 1946-56	105	4 15 3	4 13 6
Cardiff 5% 1945-65	102	4 18 0	4 17 6
Croydon 3% 1940-60	74	4 1 1	4 12 6
Hastings 5% 1947-67	105	4 15 3	4 14 3
Hull 3½% 1925-55	82	4 5 4	4 14 9
Liverpool 3½% Redeemable by agreement with holders or by purchase	78	4 13 4	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	56	4 9 3	—
London City 3% Consolidated Stock after 1920 at option of Corporation	68	4 8 3	—
Manchester 3% on or after 1941	67	4 9 7	—
Metropolitan Water Board 3% "A" 1963-2003	67	4 9 7	—
Metropolitan Water Board 3% "B" 1934-2003	69	4 6 11	—
Middlesex C.C. 3½% 1927-47	86	4 1 5	4 14 0
Newcastle 3½% Irredeemable	75	4 13 4	—
Nottingham 3% Irredeemable	65	4 12 4	—
Stockton 5% 1946-66	103	4 17 1	4 16 6
Wolverhampton 5% 1946-56	102	4 18 0	4 16 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	86	4 13 0	—
Gt. Western Rly. 5% Rent Charge	103½	4 16 7	—
Gt. Western Rly. 5% Preference	98	5 2 0	—
L. & N.E. Rly. 4% Debenture	81	4 18 9	—
L. & N.E. Rly. 4% 1st Guaranteed	77	5 3 11	—
L. & N.E. Rly. 4% 1st Preference	61½	6 10 1	—
L. Mid. & Scot. Rly. 4% Debenture	84	4 15 3	—
L. Mid. & Scot. Rly. 4% Guaranteed	82	4 17 7	—
L. Mid. & Scot. Rly. 4% Preference	67½	5 18 6	—
Southern Railway 4% Debenture	85½	4 13 7	—
Southern Railway 5% Guaranteed	101½	4 18 6	—
Southern Railway 5% Preference	95¼	5 14 9	—

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RE HERBERTS, of Hemel Hempstead.—Will the legal firm who advertised in the "Hemel Hempstead Gazette," about two years ago, for the descendants of GEORGE HERBERT, of Hemel Hempstead, kindly COMMUNICATE with G. W. Herbert, c/o J. Taylor, 62, Valley-road, Welwyn Garden City, Herts.

ANYONE knowing of a WILL made by the late Miss FREDERICA OLIVIA JONES, of Nightingale Cottage, Canon-road, Bickley, who died on the 15th October, 1930, is requested to COMMUNICATE with Messrs. Johnson, Raymond-Barker & Co., of 9, New-square, Lincoln's Inn, London, Solicitors.

IF MARTHA WHEELER (Nurse), who in 1924 was nursing at Hove, will COMMUNICATE with the undersigned she will hear of something to her advantage.—Scott, Bell & Co., 15, Queen-street, Cheapside, London, E.C.4.

RE Mrs. JANE BAILEY, deceased, late of 29, Albert-road, Handsworth, Birmingham, and who died 3rd August, 1930. Anyone having knowledge of a Will made by the above in Birmingham in or about the year 1916 please communicate with Box 584, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LUCY ASHMORE, deceased, late of 3, Campion Road, Leamington Spa, in the County of Warwick, Widow. The undermentioned are requested to communicate with the undersigned Solicitors concerned in this estate: All nephews and nieces of the said Lucy Ashmore, including children of deceased's brother William Liggins and deceased's sister Sarah Liggins; or, if dead all children of such nephews and nieces; the children of Bessie Liggins who married one Cox, whereabouts unknown. —Field & Sons, 42, Warwick-street, Leamington Spa.

TO PARISH Clerks and Others.—£1 1s. reward. Wanted, date and place of burial of John Obrisset, otherwise Aubrisset, living December, 1728 (especially London).—P. A. S. Phillips, Hotel Metropole, W.C.2.

PROBERT.—The Kin of Winifred Probert, Spinster, late of 117, Ladywood-road, Birmingham, Warwickshire, who died at Birmingham, on the 12th April, 1930, are requested to apply to the Treasury Solicitor (B.V.), Storey's-gate, London, S.W.1. (Estate about £120.)

TO SOLICITORS in Yorkshire.—Re Mrs. MORGAN, dec'd.—Will the solicitor who sought Alfred John Chance, of Luton, please communicate with E. Hide, 39, Belmont-road, Wealdstone, Harrow.

RE Mrs. QUEENIE J. E. REEVES, deceased. —Will the Solicitor who acted for, or prepared a Will for Mrs. REEVES, late of 11, Hornley Place, Paddington, W.9, and who died June 24th, 1930, please communicate with Box 566, Solicitors' Journal, 29, Breamsb-uildings, E.C.4.

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